The Bombay Gazette.

No. 7,595.—New Series. BOMBAY :—MONDAY, JULY 18, 1870. Annual Subscription in Advance...Rupees Fifty-two.

THE BOMBAY GAZETTE.

TERMS OF SUBSCRIPTION.

For year in advance, delivered in Town ..... Rs. 52 0
" including postage..... " 72 0
For half year in advance, delivered in Town ..... " 28 0
" including postage..... " 38 0
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" including postage..... " 21 0
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TERMS FOR ADVERTISEMENTS.

Ten lines and under
First insertion ..... Rs. 5 0
Second Ditto ..... " 2 8
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per line, but no Advertisement counted as less than eight lines

LONG ADVERTISEMENTS.

First insertion ..... 8 As. per line.
Second Ditto ..... 4½ " "
Third and succeeding ..... 2½ " "
In the Native Language, double the above.

Domestic Occurrences. Each—Rupee 1.

All Cheques, Money Orders, and other Remittances should be made payable to the "Proprietor of the *Bombay Gazette*."

SHIPPING.

STEAM COMMUNICATION WITH THE MALABAR COAST, CEYLON, MADRAS, & CALCUTTA.

THE British India Steam Navigation Company (Limited), under contract with Government, despatch Steamers as above, with Mails, Passengers, and Cargo, every fourteen days.

The Steam ship ASIA, 1,579 tons, 250 H. P., Commander J. Patterson, will be despatched on the 19th July 1870, at noon.

	July.		August.
Leave Bombay	19	Leave Madras	1
" Carwar	21	" Coconada	3
" Narrakal	23	" Vizagapatam	4
" Tuticorin	24	" Bimlipatam	4
" Colombo	25	" Goopalpore	5
" Galle	26	Arrive Calcutta	7
" Negapatam	29		

During the S. W. Monsoon viz. from the beginning of June to the end of August, the steamers do not communicate with the ports of Ruttnagherry, Vingorla, Mangalore, Cannanore, Tellicherry, Calicut, Beypore, and Cochin, but passengers for these ports and the Neilgherry country can be landed at Naimkal, six miles north of Cochin from whence they may proceed by back water to stations on the Madras Railway.

Passengers for Calcutta can take the same route, picking up the steamer at Madras.

No cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

STEAM COMMUNICATION WITH THE PERSIAN GULF VIA KURRACHEE.

(Interchanging Cargo and Passengers at Bussorah, to and from Bagdad, with the Euphrates and Tigris Steam Navigation Company.)

THE British India Steam Navigation Company (Limited) under Mail Contract with Government, will despatch a Steamer every 14 days to the Persian Gulf, touching at Kurrachee, Gwadur, Muscat, Bunder Abbas, Lingar, Bushire, Fao, Mahomerah, and Bussorah.

The Steam-ship MARTABAN, 315 Tons, 110 H. P., Commander W. A. Hinerny, will be despatched on the 23rd July 1870, at 4 P.M.

Up.	July.	Down.	Aug.
Leave Bombay	23	Leave Bussorah	12
" Kurrachee	27	" Mahomerah	12
" Gwadur	28	" Fao	12
" Muscat	31	" Bushire	16
	Aug.	" Lingar	18
" Bunder Abbas	2	" Bunder Abbas	20
" Lingar	3	" Muscat	23
" Bushire	6	" Gwadur	24
" Fao	7	" Kurrachee	27
" Mahomerah	7	Arrive Bombay	30
Arrive Bussorah	8		

N.B.—No cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

STEAM COMMUNICATION WITH KURRACHEE.

THE British India Steam Navigation Company (Limited), under Mail Contract with Government, and in connection with the Weekly Service from England, despatch a Steamer to Kurrachee every Saturday at 4 P.M.

N.B.—No cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

FOR CALCUTTA, CALLING AT ALLEY.

THE ARMENIAN, Captain Matheson, will have immediate despatch for the above Ports. For Freight or passage apply to

DAVID SASSOON & Co.

Forbes Street, 19th July 1870.

STEAM FERRIES (under contract with Government).—Steam Ferry Boats will ply across the Harbour daily, stopping at the undermentioned Bunders:—

Fares from Bombay to	Rewas.	Dhurumbur.	Bateechera Island and Oorun.	Oolwa.
	Rs. A.	Rs. A.	Rs. A.	Rs. A.
First Class	2 0	3 0	2 0	3 0
Second Class	0 12	1 0	0 8	1 0
Third Class	0 6	0 8	0 4	0 9

The Dhurumbur Ferry leaves Carnac Bunder daily at 8 A.M., and Dhurumbur at 1 P.M.

The Oolwa Ferry leaves Carnac Bunder daily at 8-30 A.M., and Oolwa at 1 P.M.

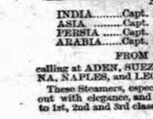
Passengers are required to obtain Tickets from the Bunder Clerk previous to proceeding on board.

J. A. SHEPHERD.

Bombay, 5th November 1867.

STEAM COMMUNICATION WITH ITALY.

(VIA SUEZ CANAL).



THE Steam Navigation Company of Messrs. R. RUBATTINO and Co. of GENOA, will despatch, on the 15th of each month, one of their four New Steamers, viz. :—

INDIA	Capt. Dodero	2,000 Tons ..... 700 H. P.
ASIA	Capt.	2,000 Tons ..... 700 H. P.
PERSIA	Capt. Crocco	2,000 Tons ..... 700 H. P.
ARABIA	Capt. Bozzolino	2,000 Tons ..... 700 H. P.

FROM BOMBAY TO GENOA

calling at ADEN, SUEZ, PORT SAID, ALEXANDRIA, MESSINA, NAPLES, and LEGHORN.

These Steamers, especially built for Passenger Traffic and fitted out with elegance, and comfort, offer superior accommodation to 1st, 2nd and 3rd class Passengers.

PASSENGER RATES.

(Inclusive of Transit Fees through the Canal.)

	1st Class.	2nd Class.	3rd Class.
To Aden	£22	£15	£4
" Suez	38	22	9
" Port Said	38	24	9
" Alexandria	35	23	10
" Messina	45	32	12
" Naples	47	34	13
" Leghorn	50	35	14
" Genoa	50	35	15
" Marseilles	53	36	15-10

Children under 3 years, free of Passage Money.
Children not above 10 years, half fare.

Passengers are allowed to break their voyage at any of the above-named Mediterranean Ports, and to resume it by any of the Company's Steamers to the port of destination marked on their Tickets.

Passengers returning within 6 months of their departure from Bombay by the Steamers of the Company are entitled to a reduction of 20 per cent. on the Return Fare.

Berths may be secured in advance by depositing half the Passage Money.

In accordance with the above, the s.s. ASIA will be despatched to Genoa on the 15th September next.

For prospectus, rates of freight and further particulars apply to

VOLLARI BROTHERS,
Agents Rubattino Steam Navigation Company.

Bombay, 14th July 1870.

NEW OVERLAND ROUTE

(via SUEZ CANAL.)

DIRECT SERVICE BETWEEN BOMBAY and MARSEILLES, touching at ADEN, SUEZ, ISMAILIA, PORT SAID, ALEXANDRIA (in case of need), and MARSEILLES.

LA COMPAGNIE MARSEILLAISE DE NAVIGATION A VAPEUR.—MARC FRAISSINET FILS and PERE, will DESPATCH STEAMERS MONTHLY from BOMBAY to MARSEILLES, via the SUEZ CANAL.

Freight.—The Company undertake to grant through Bills of Lading for the above, and most other Continental Ports and also to Liverpool. They have further made arrangements to forward Cotton at a fixed rate from Bombay to the principal towns in France, Germany, Switzerland, Italy, Belgium, and Spain.

Freight on Goods shipped to Europe to be payable at destination.

INSURANCE may be effected on very moderate terms, under the Company's Floating Policy, on goods shipped to the Continent by their own Steamers. Premiums of Insurance from Bombay to Marseilles 1 per cent.

The undersigned are further prepared to receive Merchandize from up-country, and to forward same to any part of Europe.

PASSENGER RATES.

(Inclusive of Wines, and all Transit Fees through the Canal.)

	1st Class.	2nd Class.	Deck.
To Aden	£ 25	£ 15	£ 8
" Suez	£ 40	£ 24-10	£ 8
" Port Said	£ 42	£ 24	£ 9
" Marseilles	£ 56	£ 36	£ 12

Children over three and under ten years of age, half fare.

The Company issue Return Tickets available for six months, deducting 20 per cent from the cost of the Return Passage.

The Steamers carry both Doctor and Stewardess.

Departures from Marseilles on the 1st and from Bombay about the 7th of each month.

Owing to the Monsoon, the departure fixed for July and August, have been suspended.

The fine steam Ship BURGUNDE, 3,500 tons, Captain Martino, will be despatched on or about the 7th September next.

For further particulars, rates of Freight, &c., apply to

KUNKLER, PREISWERCK, & Co., Agents.

Elphinstone Circle, 6th June 1870.

FOR LONDON via HAVRE.

(To follow the COSPATRICK.)

THE A. I. Composite clipper Ship DILAWUR, 1306 tons register, James H. Baillie, Commander.

This vessel has excellent accommodation for first class passengers.

For particulars as to rates of freight and passage apply to

W. NICOL & Co., Agents.

Bombay, 15th June 1870.

SHIPPING.

OVERLAND FREIGHT ROUTE VIA SUEZ CANAL.

THE Bombay and Bengal Steam Ship Company, takes cargo to Liverpool, London, and Havre, via the Canal.

Rates of Fare for Passengers.

To Liverpool via Suez Canal—1st class £50 ; 2nd class £35. } Exclusive of Wines.
To Suez—1st class £40 ; 2nd class £22 10s.
To Trieste (exclusive of Transit)—1st class £53 ; 2nd class £34.

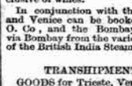
For Freight or Passage apply to Messrs. Stephen, Kennard & Co., London ; Messrs. Tod, Kennard & Co., Liverpool ; Messrs. Tod, Rathborne & Co., Alexandria ; or to the undersigned in Bombay.

STEARNS, HOBART, & Co.

Bombay, 8th June 1870.

AUSTRIAN LLOYD'S STEAM NAVIGATION COMPANY.

MONTHLY LINE OF STEAMERS BETWEEN BOMBAY and TRIESTE, via SUEZ CANAL.



THE Company intends to despatch EVERY MONTH a Steamer from TRIESTE to BOMBAY, and *vice versâ*. The new Steamer APIS, 1,400 tons, will leave Bombay for Trieste on or about the 20th July, and will be followed by the new Steamer SPHINX, 1,400 Tons, on or about the 20th August.

These Steamers have limited accommodation for a small number of Passengers.

PASSENGER RATES FROM BOMBAY :

	Cabin.	Deck without Food.
To Aden	£16	£6 -15
To Suez	£28	£11-15
To Port Said	£30	£12-10
To Trieste	£40	£16-10

Cargo taken for Trieste direct, also for Venice, Constantinople, and Odessa.

Besides the above direct line, there is a weekly service by MAIL STEAMERS between Alexandria and Trieste, and *vice versâ*, in conjunction with the P. & O. Co.'s Mail Steamers to and from Suez. The Austrian Lloyd's Mail Steamers leave Alexandria direct for Trieste immediately after the arrival of the Bombay and Calcutta Mails from Suez. The distance between Alexandria and Trieste is 200 miles shorter than that between Alexandria and Marseilles, and the voyage to Trieste is much more agreeable, it being a coasting trip full of variety of beautiful scenery from the Island of Candia to the Port of Trieste. The passage occupies only 4½ to 5 days, and the Company's best Steamers are employed on this Line, which are built expressly for this service, with special regard to the accommodation and comfort of passengers, and have each an experienced Surgeon on board. At Trieste the traveller to England has an extensive choice of picturesque and interesting routes, occupying from five days to five days to London, at an expense varying from £7 to £13.

Passengers by the P & O. Co.'s steamers to Suez can have their baggage forwarded by that Company's steamers to Southampton, at a charge of 10s. per cwt., to which the Austrian Lloyd's Agent at Suez will attend.

The undersigned Agents grant also passage tickets for the steamers plying between Alexandria and Trieste, and for the railway between Suez and Alexandria.

PASSENGER RATES from ALEXANDRIA to TRIESTE :

First Class.....£13 | Second Class £9

Children under 10 years at Half Fare ; under 3 years, Free. Reduced fares for families, consisting of not less than 3 adult members travelling together :—First Class, £10-16 per head. Second Class, £7-10 per head.

Railway tickets, from SUEZ to ALEXANDRIA, with all the privileges of passengers by the P. & O. Co., First Class, £4-10 ; Second Class, £2-5. Children over 3 and under 10 years at Half Fare.

Under arrangements made with the Bombay and Bengal Steam Ship Company, (Messrs. Stearns, Hobart & Co., Managers,) Passengers from BOMBAY can book through tickets to TRIESTE via ALEXANDRIA at the following rates, (not including Transit through Egypt) :—First Class, £53 ; Second Class, £34, exclusive of wines.

In conjunction with the Austrian Lloyd, Cargo for Trieste and Venice can be booked through from Bombay by the P. & O. Co., and the Bombay and Bengal Steam Ship Co., and via Bombay from the various ports touched at by the steamers of the British India Steam Navigation Company.

TRANSHIPMENT SERVICE AT PORT SAID.

GOODS for Trieste, Venice, Odessa, and Ports on the Syrian, Turkish and Greek Coasts, shipped by Steamers under any Flag whatever from Japanese, Chinese and Indian Ports bound to Mediterranean or British Ports, via Suez Canal, are received and transhipped by the Austrian Lloyd's Agent at Port Said, and forwarded to their destination by the Company's regular lines of Steamers.

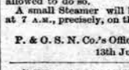
For further particulars, and for freight and passage apply to

A. C. GUMPERT & Co.,
Agents for the Austrian Lloyd.

Bombay, 30, Medow Street.

WEEKLY COMMUNICATION WITH ENGLAND.

On Wednesday, the 20th July, at 7 A.M., from Mazagon.



THE P. & O. Co.'s s. s. CHINA, (2,010 tons, and 400 H. P.) Captain J. D. Stewart, will LEAVE FOR SUEZ as above, carrying H.M.'s Mails, also Passengers and Cargo for that Port, Marseilles, Southampton, &c.

No Cargo can be received on board after sunset on 18th instant. Parcels will be received at this Office until 10 A.M. on Tuesday the 19th instant.

The P. & O. S. N. Company reserve the option of forwarding all Goods shipped by their steamers for Europe, through Egypt, either by Rail, or by Canal in their own steamers, or in vessels employed for the purpose.

Passengers are requested to send their heavy baggage to Mazagon by noon on the day before the Steamer's departure, in order that it may be weighed and labelled previous to shipment.

Passengers who prefer going on board the night before will be allowed to do so.

A small Steamer will leave the New Dock Head at Mazagon at 7 A.M., precisely, on the day of sailing.

F. F. HENRY, Superintendent.

P. & O. S. N. Co.'s Office, Rampart Row, Bombay,
13th July 1870.

STEAM TO CEYLON, PENANG STRAITS, CHINA, AND JAPAN.

THE P. and O. Co.'s s. s. DECCAN, (3,128 tons, and 600 H.P.,) Captain D. Reynolson, will be despatched for the above Ports on WEDNESDAY, the 20th July, leaving Mazagon at noon on that day, carrying H. M.'s Mails, and taking also Passengers and Cargo for Madras and Calcuttas.

No Cargo will be received on board after sunset on the day previous to sailing, and no brokerage will be allowed on any chest of opium, the officer's receipt for which is not lodged in the Company's office before 11 A.M. on Monday, the 18th instant.

G. F. HENRY, Superintendent.

P. & O. S. N. Co.'s Office, Rampart Row, Bombay,
13th July 1870.

NOTICE to OVERLAND PASSENGERS.

—Half Pints of CHAMPAGNE at Rs. 9, 12, and 15 per dozen. All Dry.

PAYNE & Co.,
ELPHINSTONE CIRCLE, BOMBAY,
Immediately Opposite the Custom House.

NOTICE.—Consignees of CARGO per Ship

MARIA HAY, arrived from Liverpool, are requested to SEND OF BOATS for their respective goods without delay ; otherwise they will be landed by the Custom, as they come to hand, at the risk and expense of the concerned.

Captain Jones will not be responsible for the condition of any package after it leaves the ship's deck.

COUPLAND & Co.,
Agents Ship Maria Hay.

15th July 1870.

NEW ADVERTISEMENTS.

Will be Published early To-morrow Morning,

BOMBAY GAZETTE

OVERLAND SUMMARY,

The Bombay Gazette Overland Summary, prepared for despatch by the Overland Mail for Europe, contains, in addition to all the News of the Week, a specially-written Market and Freight Report, and a well-digested Summary of Events.

Annual Subscription (in advance) Rs. 12
Single Copy..... " Annas 4
"Bombay Gazette" Office, Meadow Street, Fort.

Will be Published To-morrow Morning,

THE BOMBAY PRICE CURRENT AND SUMMARY OF TRADE,

Published once a fortnight at the *Bombay Gazette* Office, on the departure of every alternate Mail for Europe.

The Bombay Price Current contains :—
A Yearly Review and Report.
Freight Report, with statement of Ships chartered, &c.
Export Manifests of Vessels which have sailed during the fortnight.
Quotations of Imports and Exports, and Customs' Duties.
Comparative Summary of Exports from Bombay, up to date, as per last Overland Mail, with the total Exports for the three months, and for the same period as far back as 1862.
Comparative Summaries of Imports of Piece Goods and of Yarns into Bombay from Great Britain up to date, with the total for the three months and the same period as far back as 1862 and 1859 respectively.
Rates of Interest and Rates of Exchange.
List of Vessels in Bombay Harbour on the date of publication, and of arrivals and departures of Vessels during the fortnight.

Annual Subscription (in advance).....Rs. 10
Single Copy..... Annas 8
"Bombay Gazette" Office, Medow Street, Fort.

NOTICE.—Consignees of CARGO per S. S.

SNIPE, Captain S. Rodrigo, from the Persian Gulf and Kurrachee, are requested to SEND OFF BOATS for their respective goods without delay, otherwise they will be landed by the Captain at the risk and expense of the concerned.

Bills of Lading for endorsement to be sent to the office of Hajee Zunall Abadeen Shirazie, Bake Lane, Fort.

HAJEE ZUNALL ABADEEN SHIRAZIE.

Bombay, 16th July 1870.

NOTICE is hereby given, that NAROTUM BALLAJEE and SHAMRAO HURRYCHUNDERJEE have contracted to SELL to CURSETJEE HORMUSJEE and PESTONJEE HORMUSJEE all that piece of PAZANDAREE LAND, with the messuage, tenement, or dwelling-house, situate on the east side of Nagdavee or Barbhaya Moola Street, in the sub-district of Mandvee, registered by the Collector of Assessment under No. 127, and bounded on the east by the properties of Oowabace and Parvatebace, on the west by Nagdavee Street, on the north by Bengalapoowa's Gully, and on the south by the property of Manockjee Cassba. All persons having any claims by way of inheritance, mortgage, or otherwise, are requested to make the same known, in writing, to the undersigned, within 14 days from this date, otherwise the conveyance will be completed without reference to any such claim if there be any.—Dated this 16th day of July 1870.

RIMMINGTON, HORE & LANGLEY,
Purchasers' Solicitors.

TO BE LET, OFFICES in Apollo Street,

Opposite the Secretariat. Rent from Rs. 80 to 350.—For further information apply by letter (through post) to FRAMJEE COWASJEE MARKER, Cumballa Hill, Bombay.

TO LET, several BUNGALOWS at Malabar Hill and Colaba.—Apply to

F. F. ARBUTHNOT, Collector.

Bombay Collector's Office, 16th July 1870.

NEW ADVERTISEMENTS.

ALLIANCE BRITISH and FOREIGN LIFE and FIRE ASSURANCE COMPANY.—Established 1824.

Chief Office.

BARTHOLOMEW LANE, BANK, LONDON, E.C.

Board of Direction.

President.—SIR MOSES MONTEFIORE, Bart., F.R.S.

Directors.

James Alexander, Esq., (Alexander, Fletcher & Co.)
Charles George Barnett, Esq., (Barnells, Hoares, Hanburys and Lloyd.)
George Henry Barnett, Esq., Glympton Park.
James Fletcher, Esq., (Alexander, Fletcher & Co.)
William Gladstone, Esq., (Thomson, Bonar & Co.)
Right Hon. George Joachim Goschen, M.P.
Samuel Gurney, Esq.
James Helme, Esq., (Director of the Provincial Bank of Ireland.)
Sir Curtis Miranda Lamson, Bart.
Sampson Lucas, Esq. (Lucas, Micholls & Co.)
Elliot Macnaghten, Esq., (member of the Indian Council).
Thomas Masterman, Esq., (Director of the Bank of England).
Joseph Mayer Montefiore, (Director of the Provincial Bank of Ireland).
Sir Anthony De Rothschild, Bart., New Court.
Baron Lionel Nathan De Rothschild, M. P.
Thomas Charles Smith, Esq., Oxford Sq., Hyde Park.

Auditors.

Lord Richard Grosvenor, M. P.
Hugh Colin Smith, Esq.
Richard Hoare, Esq.

FIRE RISKS

Of an eligible character are accepted at minimum current rates.

LIFE DEPARTMENT.

The non-participating rates of Premium for European lives resident in India have been very materially reduced, and the undermentioned Agents are authorised to decide upon proposals submitted, to issue Policies, and to settle claims.

The Life Reserve Fund is over NINETY-FOUR LACS OF RUPEES (which is irrespective of and in addition to the paid-up Capital and the Fire Reserve Fund) being about 30 per cent of the sum assured under the Company's Life Policies, and besides this there is the guarantee of a subscribed Capital of not less than FIVE CRORES of RUPEES, coupled with the personal responsibility of a numerous body of wealthy Proprietors.

For detailed Prospectuses, Forms of Proposal, &c., apply to

REMINGTON & Co.,
Agents for the Presidency of Bombay.

NOTICE.—The INTEREST and RESPONSIBILITY of the deceased SORABJEE DOSABHOY SUBADAR CASSES with our China firm from THIS DAY.

NURSEY KESSOWJEE & Co.

Bombay, 18th July 1870.

NOTICES.

GREAT INDIAN PENINSULA RAILWAY.

—NOTICE.—KHANGAUM TRAFFIC.—The Public are informed that during the time the Khamgaum Railway is CLOSED, Mr. PILCHER will carry Goods of all sorts between Khamgaum and Nandoora for the Company.

The Carting Charge of 12 annas and 6 pice per maund will be added to the Railway Rates to and from Nandoora. This arrangement will commence on the 19th instant, and continue until further notice.

HENRY CONDER,
General Traffic Manager.

Bombay, 11th July 1870.

TO CAPITALISTS.—The LAND MORTGAGE BANK of INDIA (CREDIT FONCIER INDIEN) Limited are prepared to treat for the sale by PRIVATE CONTRACT of SUNDRY PROPERTIES in

BOMBAY,
POONA,
SHOLAPORE,
PANCHGUNNY,
KURRACHEE,

particulars of which may be had by applying to the Manager at the Bank's Office in Bombay. If desired part of the Purchase Money may remain on mortgage for a time at a moderate rate of interest.

ALLGEMEINE VERSICHERUNGS GESELLSCHAFT 'FUER SEE-, FLUSS-, UND LANDTRANSPORT IN DRESDEN.

The undersigned have been APPOINTED AGENTS for the above Marine Insurance Company, and are prepared to accept Risks and to issue Policies.

A. C. GUMPERT & Co.

Bombay, March, 1870.

COMPAGNIE LYONNAISE D'ASSURANCES MARITIMES—LYONS.—The undersigned having been appointed AGENTS of the above-mentioned MARINE INSURANCE COMPANY are now prepared to accept Risks and grant Policies on every kind of Produce, either by Steamer or by Sailing Vessel to any Port.

All risks accepted by the Compagnie Lyonnaise d'Assurances Maritimes are participated in equally by the following old-established French Companies, viz. :—

Le Lloyd Francais, established 33 years.
La Compagnie Francaise, established 10 years.

Bombay, 19th April 1870. GADDUM & Co.

MR. J. NEUBERG, MEADOW STREET, BOMBAY.

HARMONIUMS for Churches and large and small Drawing Rooms, by the celebrated and well known makers TRAYSER of STUTGART.

These Instruments are made of solid Oakwood, extra French polished, and their durability combined with exquisite sweetness of Tone has been well tested in India for the last 15 years.

Prices moderate.

J. NEUBERG.

HARMONIUMS, large, with double row of Keys, 5 Octaves and 17 Stops, by C. RIETHEIMER of STUTTGART.

J. NEUBERG.

BOHEMIAN GLASS WARE, FANCY GOODS and TOYS.

Selling at Reduced Cash Prices.

J. NEUBERG.

TABLE LINEN.

English and Country made TABLE CLOTHS, NAPKINS, and TOWELS.

J. NEUBERG.

JUST RECEIVED, a consignment of CLARET, in Quarts and Pints, from Th. BICHE LATOUR of BORDEAUX.

AYA PANA.

MOSELLE.

CHAMPAGNE.

J. NEUBERG.

COOKING and HEATING STOVES of various sizes and designs, with all necessary Appurtenances complete.

Sole Agent for the Columbian Stove Works,
J. NEUBERG.

THE TWENTY-FIVE LAKH LOAN CASE.

Now Ready, at *Bombay Gazette* Office,

JUDGMENTS delivered by Mr. Justice Westropp and Sir Charles Sargent in the case of the

BANK OF BOMBAY
versus
THE ORIENTAL BANKING CORPORATION.

The above have been reprinted in Pamphlet Form, and copies may be had at this Office. Price ONE RUPEE.

Bombay Gazette Office, April 4.

TO MERCHANTS.

For Sale, at the Bombay Gazette Office,
Price Rs. 11

STREET'S INDIAN and COLONIAL MERCANTILE DIRECTORY for 1870.

Containing the Trade Returns, Tariffs, Populations, names of the leading Merchants and Traders, and much general information valuable to commercial men concerning the chief towns in India, Ceylon, China, Japan, the Eastern Archipelago, Mauritius, Australia, New Zealand, Tasmania, South Africa, Canada, British Columbia, South and Central America, West Indies, Mediterranean, and the United Kingdom.

In the Directory will be found particulars as to transit and passage rates, concise descriptions of each country and town, and principal products, banks and bank agents, &c., &c.

ROWLAND & Co. beg to announce to the Gentry and General Public of Bombay, and the Mofussil, that they have OPENED a SADDLERY and HARNESS ESTABLISHMENT, at No. 8 Meadow Street, Fort, for the sale of Saddlery, &c., imported from England, as well as made in Bombay of the best English materials, at moderate rates ; and having engaged the service of Mr. C. Spilling, who has had long experience in the trade in this country, good workmanship, &c., may be relied upon.

All orders will be promptly and carefully executed.

Orders from Outstations must be accompanied by a remittance or reference for payment in Bombay.

N.B.—A small consignment of Saddlery, &c., consisting of Hunting, Racing and Side Saddles, and Pad Saddles for Boys and Girls, Bridles and Martingales of all descriptions, Whips, &c., has just been received ex s. s. PETERSBURG.

INSPECTION IS INVITED.

P. GRANT and SON, SADDLERS, &c., have commenced business again at No. 9 Hummum Street, where all orders will be attended to.

Orders from Out-stations to be accompanied with remittance or reference for payment in Bombay.

GEORGE NICOLL and Co., BOOT and SHOE MAKERS, 24. MEADOW STREET, BOMBAY. 1, EAST STREET, POONA. ELPHINSTONE STREET, KURRACHEE.

BYCULLA IRON WORKS.

RICHARDSON and ROBSON.

IRON AND BRASS FOUNDERS, SMITHS ENGINEERS, AND COMMISSION AGENTS, MANUFACTURERS OF COTTON PRESSES, GIRDERS, BOILERS, PUMPS, TANK IRON GATES AND RAILINGS, &c., &c.

JOB PRINTING in all its BRANCHES.—Ornamental Printing in Colours and in Gold. Bills, Broadsides, Theatrical and Musical Programmes, Cards of all descriptions ; Banking and Mercantile Ledgers, Memo. Heads, &c., &c. ; Machine-ruling and Paging, and Bookbinding. Estimates forwarded on application to the Manager.

Bombay Gazette Steam Press.

NOTICES.

NOTICE is hereby given by the Trustees of LIMJEE MANOCKJEE and COWASJEE MANOCKJEE, lately carrying on business under the name and firm of MANOCKJEE LIMJEE and Co., and now in liquidation under Act. 28 of 1855, that they are prepared to receive tenders within one month from the date hereof from any person or persons willing to purchase the old outstanding debts in respect of balances due to the above Estates up to the end of the year 1867-68, for Teks and other Rents, &c., of the seven villages in Salsette as follows :—

Goregaum, Paharee, Poinseer, Bandowlee, Manjas, Mogra and Weeravelee.

Further particulars regarding the same, and the terms and conditions of such sale can be obtained at their office, in No. 23 Sassoon's Buildings, Apollo Street, Fort.

The Trustees reserve to themselves the right to accept the highest or any tender.—Dated Bombay, 8th July 1870.

H. R. CORMACK,
RAGHONATH NARAYEN,
Trustees of the above Estates.

NOTICE.—FIFTH and FINAL DISTRIBUTION.—BANK OF INDIA (in Liquidation).—NOTICE is hereby given, that a FIFTH and FINAL DISTRIBUTION of the ASSETS of this Bank, at the rate of Rs. 1-12-0 (Rupee One, Annas Twelve, and Pice Nine) per Share on the Old, and Rs. 1-1-3 (Rupee One, Anna One, and Pice Three) per Share on the New Issue will be paid to the Shareholders at the Registered Office of the Company, No. 12, Elphinstone Circle, on MONDAY, the 4th instant, and on THURSDAY, the 7th instant, between the hours of 12 A.M. and 3 P.M., and on every following MONDAYS and THURSDAYS during the same hours.

Shareholders must deliver up their Share Certificates, on applying for Distribution.

J. A. J. SHAW,
BEHRAMJEE NAOROSJEE, } Liquidators.

No. 12, Elphinstone Circle, Bombay, 1st July 1870.

THE BOMBAY CITY BANK, Limited, (in Liquidation).—NOTICE is hereby given, that a GENERAL MEETING of the Registered Shareholders of the BOMBAY CITY BANK (in Liquidation) will be HELD at the Bank's Offices, on the top floor of the old Commissariat Building, corner of Parsee Bazaar Street, on MONDAY, the 18th day of July 1870, at 2 P.M., for the transaction of the following business :—

1st. To receive the final Report and Account of the Liquidators, showing the manner in which the winding-up of the Company has been conducted, and the property of the Company disposed of.

2nd. To determine the amount of compensation to be paid to the Agency of the Bank for the loss of their employment.

3rd. To consider the desirability of releasing the remaining Contributories, who have made default in payment of Third Call on the Shares of the Company.

4th. To declare a final Dividend, and

5th. To pass Resolutions declaring the affairs of the Bank fully wound up.

B. R. MODY,
ARDASEER EDULJEE CHINOY,
HORMUZJEE PESTONJEE FRAMJEE, } Liquidators.

Bombay, 15th June 1870.

VICTORIA COTTON GIN and PRESS COMPANY (Limited).—A SPECIAL GENERAL MEETING of the SHAREHOLDERS of the above Company will be HELD at the Byculla Club House, Byculla Bagh, Bombay, on Monday, July 19th, 1870, at 4 P.M., to confirm the following SPECIAL RESOLUTION, carried unanimously at the Annual General Meeting held at Bombay on the 30th ultimo :—

Proposed by James Greave, Esq.,
Seconded by George Cotton, Esq.,

That from the balance of the year's profit, after payment of dividend, the Capital of the Company be reduced from Rs. 10,00,000 to Rs. 1,27,500, by repayment to each Shareholder on the Company's register this day the sum of Rs. 150 per share, thus reducing the value of each Share from Rs. 1,000 to Rs. 850."

By order of the Directors,
GREAVES, COTTON & Co., Secretaries and Treasurers.

Broach, 4th July 1870.

BOMBAY OMNIBUS and GENERAL CONVEYANCE Co., No. 141, KHETWADDY ROAD.

Light and comfortable BROUGHAMS, SHIGRAMS, SOCIABLES, HANSOMS, BUGGIES, DOG-CARTS, &c., with or without Horses, CAN BE HIRED at short notice, and at moderate charges.

(See Card Circulars.)

Carriages built or repaired on the premises, under the superintendence of Mr. Burkett.

The Farriery is under the supervision of a person of skill and experience.

Horses requiring treatment, or otherwise, received into the Company's Livery Stables, and every attendance paid to the animals ; as also Horses on Commission Sale.

Carriages and Horses bought, sold, and exchanged.

Office in the Fort, at No. 40, Meadow Street, next to the Bombay Gazette" office.

ALBERT POLICY-HOLDERS are requested to communicate with the undersigned before joining any other Office.

C. H. OGBOURNE.

5, Chowringhee Road, Calcutta, 20th May 1870.

ALBERT LIFE ASSURANCE COMPANY (in Liquidation).—The undersigned having been appointed ATTORNEY in India for the Official Liquidators with the sanction of the Court of Chancery, all Communications on Liquidation business should be addressed to him.

C. H. OGBOURNE,
Attorney for the Official Liquidators.

Calcutta, 8th June 1870.

ALBERT LIFE ASSURANCE COMPANY.

At a large MEETING of POLICYHOLDERS of the ALBERT LIFE ASSURANCE COMPANY and its ASSOCIATED OFFICES to-day, Mr. JAMES THOMSON in the Chair, the following RESOLUTIONS were adopted :—

1. "That the Policyholders approve and accept the scheme of reconstruction prepared by the Committee of Policyholders, Annuitants, and Shareholders in the Albert Life Assurance Company, and now submitted to the Meeting, subject to such modification as may be found expedient, and be sanctioned by the Court of Chancery."

2. "That this Meeting earnestly impress upon the Policyholders the importance of sending in their individual assents to the scheme as speedily as possible, so as to strengthen the hands of the Committee in carrying the same into effect."

3. "That the Policyholders consider it desirable and agree to pay the premiums due on their respective Policies to a account to be opened at the Bank of England and the Agra Bank, Limited, in the names of Messrs. Thomson, Bell, and Major-General Cunningham, three of the Members of the Committee of Policyholders, Annuitants, and Shareholders in the Albert Life Assurance Company ; the premiums to be returned, in case the Scheme of Reconstruction should not be carried out, without deduction of any kind."—*Times*, 29th April 1870.

The AGRA BANK, Limited, is PREPARED to RECEIVE PREMIA on Policies in the above Company, in terms of the foregoing Resolutions.

EDWARD MORRISS,
Manager, Bombay Branch.

Bombay, 1st June 1870.

SALE of SERVICEABLE SALT MEAT.—NOTICE is hereby given, that a quantity of SERVICEABLE SALT BEEF in Tierces will be SOLD by PUBLIC AUCTION at the Commissariat Stores, Town Barracks, on TUESDAY the 12th and MONDAY the 18th instant at 2 P.M.

Terms—Cash, and the lots to be cleared away forthwith.

The Meat will be sold in small lots to meet the convenience of the purchasers.

HENRY VAN HEYTHUYSEN, Captain,
Executive Commissariat Officer.

Bombay, Executive Commissariat Office, 5th July 1870.

AUCTION SALE of LANDED PROPERTY.—NOTICE is hereby given, that Messrs. MENESSE & Co. will SELL by PUBLIC AUCTION on TUESDAY, 19th July, at 4 o'clock P.M ; on the premises, by order of the Mortgagee, and on account and at the risk of Messrs. Kessrey Bhaidas, the Mortgagor, the following LANDED PROPERTY, viz. :—All that piece of Ground, formerly part of the said called Chirrish, situated in Parlee Road, without the Fort walls of Bombay, together with the messuage or dwelling-house thereon erected and built, which was formerly registered by the Collector of Assessment under No. 391, but now under No. 402, and by the Collector of Police and Tax under No. 11, and which said ground, hereditaments, compounds, and premises are in length from west to east 95 feet, and in breadth from north to south 31 feet, or thereabouts, and bounded on the west by the Girgaum or Pallow Road, on the east by the ground of Cursetjee Sudasook and the house of Hurjee Gungajee, Hon'ble Jugunnathjee Sunkersett, and others, and on the south by the house of Wassoodew Luxumonjee.

Further particulars may be obtained on application to the Auctioneers, Messrs MENESSE and Co.

IN the HIGH COURT of JUDICATURE at BOMBAY—Ordinary Original Civil Jurisdiction.

In the matter of Act XXVIII. of 1855 of the Legislative Council of India, and of the estate of RAMJEE JETHA, who lately traded

COMMERCIAL INTELLIGENCE.

BOMBAY BILL AND STOCK LIST.

BANKS.

Number of Shares.	Nomi. value ch.	Paid up.	Last dividend.	Names.	Cash Rates per Share.
	Rs.	Rs.	p. a.		
100,000	100	all	4 p.ct.	Agra Bank	115
22,000	1,000	all	5 p.ct.	Bank of Bengal	1,450
10,000	500	all	5 p.ct.	Ditto of Bombay New	630
10,000	100	100		Ditto 2nd Res. Issue	123½
5,250	1,000	all	12 p.ct.	Ditto of Madras	1,450
30,000	250	all	6 p.ct.	Chartered Mercantile Bk. of L. L. & China	325
20,000	275	all	12 p.ct.	Hong. & Shanghai Bank	370
4,000	200	all	8 do.	Chartered Bk. of L. & C.	186
3,000	125	2	4 do.	National Bank of India	100
6,000	250	2	12 do.	Oriental Bank	425

SPINNING AND WEAVING COMPANIES.

400	2,000	1,700	50	Albert Mills Co.	1,350
800	2,500	all	125*	Alliance Spinning	2,050
100	5,500	all	...	Bombay	2,800 nl.
200	1,000	all	50*	Bombay United	780
60	150	150	...	Broach Mills	200
8 0	150	50	...	Do. New	100
800	5,000	all	...	Dharumsey Spinning	1,950
750	2,000	all	150 p.a.	Great Eastern	1,465
2,500	1,000	all	80 p.a.	Manockji Petit's	745
800	2,500	all	80 p.a.	Oriental	1,460ex.d.
800	2,500	2,500	...	Royal	1,450

*Per share for the half-year.

LAND COMPANIES.

4,000	3,000	all	Rs. 65	Colaba Land Co.	1,680
5,000	150	all	Nil	Fewr Land & Pier Co. Ltd	172
1,750	2,000	2,0	Nil	Mazagon Land	1,08
4,000	2,000	1,40	Nil	Port Canning	295

PRESS COMPANIES

150	5,000	2,850	250p.	Akbar Cotton Press Co.	2,175
200	2,000	1,100	100do.	Albert Co. Kurrachee	820
250	2,000	850	60do.	Alexandra Press Co.	540
150	12,000	11,000	200do.	Apollo Press Co.	8,300
200	2,000	all	375do.	Bombay Press Co.	2,250
200	500	all	32½do.	Do. New	550
600	1,880	all	300do.	Colaba Press Co.	7,000
250	2,000	all	...	East India Press Co.	2,200
150	2,500	all	300*	Fort Press Co.	2,200
200	2,000	1,900	...	Framji Cowasji Press	1,020
200	6,000	all	240 p.a.	Hydraulic Press Co.	2,700
200	5,000	1,500	150 p.a.	Imperial Press Co.	1,330
1,000	5,000	2,000	100 p.a.	Kurrachee Press Co.	1,075
2,000	400	350	...	Mofus. Press & G. Co.	360
125	2,500	all	350*	Prince of Wales Press	2,700
220	2,000	750	200 p.a.	Victoria Press, Madras	1,300
150	2,000	all	150 p.a.	Tramwaylly Press Co.	1,250
400	1,500	...	...	Carwar Company	820

*Per share for the half-year.

RAILWAY COMPANIES.

...	£20	218.3.0	5 p.c.	G. I. P. Railway Consolidated Stock	235
...	£20	109.1.5	do.	Do. New £20 shares	117
...	£ (	13.10.2	do.	Do.	...
...	£100	1,000	do.	B. B. & C. I. Railway Co.	1,100
...	£18	196.5.1	do.	Do. New Shares	200

CALCUTTA.—12TH JULY 1870.

The following transactions were reported to-day :—

In Government Securities—

4 per cents, last evening, some heavy amounts at Rs. 97-6 and 97-4, or 3-10 to 3-12 discount; to-day, only some small lots at Rs. 97-2 to 97-4, or 2-14 to 2-12 discount.

5 per cents. of 1856-57, at Rs. 106-8 to 106-11.

5½ per cents, at Rs. 114-0.

In shares—

Bank of Bengal shares, a good number at Rs. 1,485 without intervention of brokers.

Agra Bank, A old shares, at Rs. 110, and A new shares, at Rs. 108.

East Indian Railway Stock, at Rs. 247 per £20.

India General Steam Navigation Co.'s full shares at Rs. 395.

Port Canning Land Investment, &c. Co.'s shares, at Rs. 3(2), 300, 297½, and 295.

—*Englishman.*

MILITARY.

DEPARTURES.—JULY 16.

Colson, Assistant Surgeon, 3rd Sind Horse, to join, to Jacobabad.
Durrant, Veterinary Surgeon, Royal Artillery, on leave, to Poona.
Skues, Surgeon, 26th Regiment, to join, to Pyadad.
Cullen, Lieutenant, 66th Regiment, on duty, to Kurrachee.
Harvard, Ensign, 6th Royal Regiment, on duty, to Rawul Pindee.
Martin, Lieutenant, Royal Artillery, on duty, to Poona.

GENERAL ORDERS BY THE LIEUTENANT GOVERNOR OF BENGAL.

(Calcutta Gazette, July 13.)

Lieutenant William George Maitland, Assistant Commissioner, Luckimpore, is transferred to Seebsaugor.
Mr. Charles James Cowie, Extra Assistant Commissioner, Seebsaugor, is transferred to Luckimpore.
Mr. John Ward to officiate as Magistrate and Collector of Balasore, in the second grade, during the absence, on leave, of Mr. Wilfred Lucas Heeley, B.A., or until further orders.
Captain E. J. Butler to be Government Prosecutor for the Port of Pilots, with effect from the 17th May last.
Mr. Horace Abel Cockerell to be Magistrate and Collector of the 24-Pergunnahs, but to continue to officiate, under orders, as Commissioner of Revenue and Circuit of the Presidency Division.
Mr. Alexander Smith, proceeding on furlough, to be Magistrate and Collector of Tirhoot.
Mr. William Henry Grimley B. A., to officiate as Inspector of Schools, South-East Division, during the absence, on furlough, of Mr. C. B. Clarke, M.A., or until further orders.
Mr. Grimley will officiate in the second class of Bengal Educational Service.
Mr. John Reginald Hand, Deputy Magistrate and Deputy Collector, Pakour, leave for two months.
Mr. William Colebrook Taylor, Deputy Magistrate and Deputy Collector, Cuttack, for three months, from the 15th instant.
Mr. Ewing Edmonstone Fisher, Deputy Magistrate and Deputy Collector, Moorshedabad, for two months.
Mr. W. H. Oakley, Assistant Conservator of Forests, Sikkim, recently transferred to the Darjeeling Division, for one month.
The leave granted to Major Thomas Lamb, Deputy Commissioner of Kamroop, under orders of 10th May last, is cancelled at his own request.
The services of the Revd. William Jerome Burdett, B.A., officiating Chaplain of the Garrison of Fort William, are placed at the disposal of the Government of the North-Western Provinces.
Mr. J. A Greene to officiate as Medical Officer of Kamroop, during the absence, on leave, of Dr. Henry Black Purves, or until further orders.
Mr Vincent Blair Stork to officiate as Medical Officer of Tipperah, during the absence, on deputation, of Mr. J. A. Greene, or until further orders. This cancels the orders of the 18th May last appointing Mr. Stork to Gowhatty.
The following Assistant Superintendents of Police are transferred, viz :—
Mr. William Benson Maxwell, from Sylhet to Hazareebaugh.
Mr. William Barton Savi, from Cachar to Sylhet.
Surgeon Cyrus Octavius Daniel, M.D., to officiate, until further orders, as Civil Surgeon of Patna.
Mr. J. Fennessy, Executive Engineer, second grade, attached to the Circular and Eastern Canals' Division, is transferred from the Local to the Imperial Establishment, and posted to the Northern Cuttack Division.

GENERAL ORDERS BY THE LIEUTENANT-GOVERNOR, NORTH-WESTERN PROVINCES.

(Government Gazette, N W Provinces, July 13.)

Doctor William Henry Kirton, Civil Surgeon of Mozufferneggur, three months' privilege leave, from 1st July.
Mr. Arthur Sells, Joint Magistrate and Deputy Collector of Meerut, one month's privilege leave, from 5th July.
Mr Henry Wodehouse Dashwood, Magistrate and Collector of Agra, two months' privilege leave, from 1st September.
Mr. Harry Roberts, Indigo planter, residing at Burlah in the Allygurh District, to be an Honorary Magistrate, and to be invested with the powers of a Subordinate Magistrate of the 2nd class, to be exercised within the Pergunnahs of Atrowlee and Cool in the Allygurh District.
Mr. George Octavius Man, officiating Extra Assistant Commissioner of the 4th class, to the district of Jalaun, in the Jhansie division.
The notification dated 20th May last, confirming Assistant Surgeon George William Jameson in his appointment as Civil Assistant Surgeon of Ghazeepore is cancelled.
G. O. dated the 16th June last, appointing the Revd Jeremiah Fitz-Austin Gavin, B.A., to be Chaplain of Chunar, is hereby cancelled.
Lieutenant-Colonel Thomas Hardy Chamberlain is invested with the powers of an Assistant Commissioner in Kumaon under section 2, Act XXIV. of 1864.
Three months' leave of absence, to study the native languages, is granted to Mr. B. W. Blood, Assistant Engineer, Agra District (State) Railway.
Mr. R. F. Nallahan, Executive Engineer, 3rd grade, is transferred from the charge of the 2nd Division Agra Canal, to the Ganges Canal Remodelling Establishment.
Mr. F. E. Archer, Executive Engineer, 4th grade, is appointed to the officiating charge of the 2nd Division, Agra Canal, vice Nallahan.
Mr. W. P. Richardson, officiating Executive Engineer, Bundelkund Irrigation Survey, passed the Colloquial Examination in Hindoostanee on the 18th June.
Special leave of absence for three months, to enable him to prepare for the Lower Standard Examination, is granted to Mr. E. Jones, Assistant Engineer, attached to 1st Division, Agra Canal, from date of his being relieved of the charge of the 1st Division, Agra Canal, by Captain Helsham Jones, R.E., or subsequent date.

SHIPPING.

DAILY FREIGHT REPORT—15TH JULY.

London... Cotton ..... £1 7s. 6d. to £1 10 Nom. p. ton
Cases ..... £1 15s. 0d. "
Seeds ..... £1 8s. 0d. to £1 10s. "
Liverpool Iron Ships Cotton ..... £1 2s. 6d. to £1 7s. 6d. "
Wooden Ships ..... £1 2s. 6d. "
Myrabolms & Coir bdls £0 7s. 6d. to £0 10s. 0d. "
Seeds ..... £0 12s. 6d. to £0 18s. 0d. "
Havre..... Cotton ..... £1 12s. 6d. to £1 15s. 0d. "
Cotton ..... Nominal
Overland...Steamers ..... £3 0s. 0d.
Liverpool via Suez Canal ..... £2 8s. 0d. "
China Steamer Cotton ..... Rs. 5 to 6 per bale.
Opium ..... Rs. 255 to 80 per chest.
Sailing Ships ..... Rs. 3 per bale.
...cutta ...Salt ..... Rs. 3 6 0 per ton
Calcutta to Bombay ..... Rs. 14 to 15 and Calcutta Port charges
Mauritius ..... 8 annas to 10 p. bag nominal.

DEPARTURES.

July.	Vessel.	Commander.	Destination.
16	Quorn	Bond	Liverpool.
	Kurrachee (s)	Cottier	Kurrachee.
17	The Royal Family	Cowie	Liverpool.
	H. A. Brightman (s)	Ward	Liverpool via Canal.

THE HOOGHLY.

July. ARRIVALS.
12 Saint Marnock ..... Crawford ..... London, April 3
13 Arundel ..... Crocker ..... Tandiamarar, Ceylon
Jennie S Barker ..... Weute ..... Liverpool
Meinam (s) ..... Gauvain ..... Marseilles, June 10
July. DEPARTURE.
12 Arthon ....

MADRAS.

July. DEPARTURE.
10 Garden Reach .... Calcutta

DOMESTIC OCCURRENCES.

[THE CHARGE FOR NOTIFYING A DOMESTIC OCCURRENCE IS ONE RUPEE AND THE ANNOUNCEMENT MUST BE AUTHENTICATED.]

BOMBAY.

BIRTHS.

PERRY—July 15th, at Mazagon, the wife of Mr. G. Perry, engine-driver, of a daughter.
WALKER—July 15th, at Malabar Hill, the wife of Edward Walker, Esq., of a son.

DEATH.

CARPENDALE—July 16th, at Colaba, Thomas Castor Richardson Carpendale, Lieutenant, Indian Navy, Commanding H. M. S. Lord Elphinstone, Bombay Marine, aged 39 years, deeply regretted.

BENGAL.

BIRTHS.

FRENCH—July 10th, at No. 68, Dhurrumtollah, the wife of Mr. T. R. French, of a daughter.
HARRISON—July 12th, at No. 5, Wood Street, Calcutta, the wife of Lewis Harrison, of a son.

MARRIAGE.

DENCH—SMITH—July 6th, at St. Andrew's Church, Calcutta, by Rev. Mr. Thompson, Charles Dench, B. I. S. N. Co., to Eliza Symmons, youngest daughter of James Smith, Esq., Elgin, Scotland.

NORTH-WEST PROVINCES, &c.

BIRTHS.

CULLIN—July 8th, at Lahore, the wife of Edward V. S. Cullin, Esq., Paymaster Punjab and Delhi Railway, of a son, still-born.
HILSON—July 12th, at Bijnour, the wife of Dr. A. H. Hilson, Offg. Civil Surgeon, of a daughter.
STRAHAN—June 26th, at Mussoorie, the wife of Chas. Strahan, Esq., R.E., of a daughter.

DEATH.

NICHOLETTS—July 10th, at Moultan, May, daughter of Lieutenant R. C. Nicholetts, Offg. Cantonment Magistrate, Moultan, aged 3 years 2 months and 15 days.

The Bombay Gazette

MONDAY, JULY 18, 1870.

On an occasion so grave as the present, when war has been actually declared for War's sake, without one honourable pretext, it may not be uninstructive to look back upon a period somewhat similar, and show that the policy of the Emperor is at least one hundred years old. The Duke Albert de Broglie, who has just published excerpts from the archives of his family, enables us to do so with fresh point, and to show from the pages of secret diplomacy that France was ready to act in 1756 as she has acted in 1870. Mr. Carlyle, indeed, has long made that manifest in his life of Frederick II., but there is such a singular aptness in the revelations of the Duke Albert de Broglie that we cannot refrain from exhibiting their bearing on the nefarious act of Napoleon III.

In 1755 Frederick had secured possession of Silesia, and had become one of the strongest Kings in Europe. He was what they called at Paris one of the "clients" of France, and the French Court resented any display of independence. The period was one of shameless diplomatic intrigue, each power trying by underhand means to circumvent his neighbour, pretty much indeed as the powers act in this highly moral age. Frederick suddenly became aware in the middle of 1755 that some plot was being woven to his disadvantage, and that the French were secretly active in the work. And there was a plot. It matters very little whether the ordinary historical account be correct in every particular. The Duke de Broglie, although he is very indignant with received history and still more indignant with Frederick because he would not allow the plot to mature before he acted, furnishes ample evidence that there was a plot. England and France were at war, and the first act of Frederick, when he scented danger, was to sign a treaty of neutrality with England. France retorted by a similar treaty with Austria, and Frederick having become convinced that his dominions were to be carved up by the agency of France and Austria, and probably of Russia, took the initiative before the plans of his enemies were ripe, laid hands on Saxony, and began the Seven Years' War. But the real aggressors were not the Prussians, but the French and Austrians.

Before this prompt outburst of the Prussian King who refused to be devoured, the Count de Broglie, French Minister at Dresden, had submitted to his Court views which he doubtless thought would not prove unacceptable. Let us glance at them. The honour of France, he wrote, required that its protégé should be chastised and his overbearing ambition reduced within bounds. In order to accomplish this, France must have her old enemy, Austria, for ally. He foresaw, however, that an alliance with Austria would frighten all the "ancient clients of France, the petty States of Germany, Turkey, Sweden, Denmark, and notably Poland;" but there was an easy remedy—promise the spoils of Prussia, not to Austria (except Silesia, which she must get back), but to one of the secondary German States, to wit, Saxony, whose territory might be naturally augmented at the expense of Prussia. Then August, the Physically Strong, was to renounce the Polish Crown, and a French prince was to be popped into it. "The chief object is to oppose the aggrandizement of the Prussian King, who has shown that we can never do with him what we please." The French Government openly declared the scheme impracticable, but at the same time, writes the Duke de Broglie, "the plan of destroying the power of Prussia by a negotiation with Austria" was not only adopted, but actively carried out, and at that moment almost finished at Versailles!

Here the object is to divide Germany, to keep it in a sort of subjection by crushing any Power which ceased to be a faithful servant of France. Let us see how a moderate French politician, the Duke Albert de Broglie, puritan and doctrinaire in politics, defends the Austrian alliance, in the form suggested by his relative, as a means of preserving what is called the position of France in Europe. "Good or bad," he says, "the plan was based on a just and profoundly politic idea—this, that it behoved France to take a principal part in the new system, to enter it as Master with a cortége of all his clients, and followed by all the world." We quote this language to show what a moderate Frenchman thinks are his rights and duties.

The object of the French was the "correction," the "abasement" of Prussia, just as it is now. But the King of Prussia was not a lamb who could be led to the slaughter. "Look in my face," he said to the British Minister. "What do you see there? Have *I* a nose that looks made to be tweaked? Par Dieu, I shall not stand it! This lady [the Empress-Queen] wants war, and she shall have it. I have nothing to do but take the initiative. My troops are ready, and the conspiracy must be broken before it is too strong." It cannot be doubted that the same high spirit, if not the same military and political genius, prevails in Berlin; but in this case, it is the Emperor of the French who takes the lead, who calls on the successor of Frederick to fight or yield, and, perhaps, we shall not be far wrong in supposing that he has got the much-beaten house of Austria for a client and the petty German princes, dethroned and still throned, for his cortége. The aim of the French contriver now is the aim of the French contriver a hundred years ago—the reduction of any power in Germany which is able to face the House of Austria without the aid of France—in other words, a disunited Germany ready to be plundered, from time to time, by French armies. "The formation of a great united monarchy on the Rhine, within sixty leagues of our capital, and upon our frontier the most uncovered (!)" says a grave and composed writer, "has always appeared to French politicians, having any sense, the most serious danger which could threaten our greatness, and even our national independence." There is the key to the position. The real object struck at is German unity; the pretext is the paltry transaction about the Spanish throne. To show the exaggeration of the passage quoted above we should only have to describe the frontier said to be the most exposed, and to point out that not only is it defended by nature and art, not only that it is far stronger than the German frontier opposite and beside it, but that it is probably the very strongest frontier and the most strongly supported on the whole Continent of Europe. It was not fear of losing national independence that moved the Emperor to his brigand-like act; it was an incurable passion for domineering over others—that characteristic of the French nation which makes it so needful for Europe ever and anon to occupy and punish France.

What share England will have in this war it is impossible to say. *She* won't fight in order to create a cortége of clients, or to quicken promotion in her army, or to impose war contributions. But she is bound to defend Belgium *coûte qui coûte*; she is, in honour, though not in the letter, they say, bound to defend Luxemburg; and she will have to witness a French fleet blockading the Elbe and the ports of the Baltic and North Sea. She will also have to bear with that profound irritation she must feel, and to restrain that ever deepening distrust she must cherish. Out of these what may not come? A generous policy would throw her at once into line with Prussia, if it were only to vindicate outraged public conscience; but, since the neutrality of Belgium and Holland is to be respected, England will not move, if at all, until there is no chance of escaping from action with honour.

The 28th of June was fixed for the discussion in the House of Commons on the "Supersession of Colonels" question.

Major Jenkins, lately appointed to the Guides, is at present at Murree, suffering from sunstroke and unable for the present to take command of his regiment.

Mr. C. H. Osbourne has been appointed Calcutta Manager of the Commercial Union Assurance Company, and receives the congratulations of the "Englishman."

A contemporary has learned by telegraph that the Duke of Argyll is likely to make the Indian financial statement to-day, when Mr. Crawford will probably ask Mr. Grant Duff about the surplus.

Major Hector Mackenzie, Judicial Commissioner of the Central Provinces, who is about to take two years' furlough, will, we see, be succeeded by Mr. P. S. Melvill, Commissioner of Rawul Pindee.

Funds are being raised in the Punjab for "a suitable testimonial in memory of Sir Donald McLeod." We draw our readers' attention to an interesting farewell address by Sir Donald, published in another column.

The 69th Regiment, at Quebec, has had new colours presented to it by His Royal Highness Prince Arthur, in a neat and appropriate speech complimenting the corps on its distinguished service.

Orders have been issued at Aldershot that, in consequence of the heat of the weather, water bottles were in future to be filled and carried by the troops on all divisional parades—a very proper order, with the thermometer at 100 degrees in the sun.

The "Bombay Catholic Examiner" does not credit the telegram from Florence about the Infallibility vote. It thinks it unlikely that "the great question" has been already disposed of, and is of opinion that the minority—reported to be 88—will prove to be not more than 40!

A Captain Tackels, of the Belgian army, has invented a rifle that can be loaded by a single motion of the hand, and which, it is said, can fire the marvellous number of 32 shots in a minute. The arm is under the notice of the Belgian military authorities, and experiments have been carried out with it at Brussels.

In reply to enquiries, the Lieutenant-Governor of Bengal has informed the Directors of the Port Canning Company, that though the shipping rates on the Calcutta and South-Eastern Railway have been sanctioned as a maximum for five years, this must not be held to bind the Government to keep open the railway for that period.

By the death of Lieutenant-General E. Napier, Colonel of the 46th, Major-General D'Urban, Colonel of the 107th, receives promotion to Lieutenant-General; and Major-General Sir C. W. D. Stavely becomes a Major-General on the fixed establishment. Lieutenant-General Charles Stuart has been gazetted to the Colonelcy of the 46th Foot.

Major and Brevet Colonel Prettejohn, 18th Hussars, will be gazetted to the command of that fine regiment on the appointment of Colonel Knox to the command of the Nagpore Field Force, with the rank of Brigadier-General. Major Barton, at present supernumerary, will succeed Colonel Prettejohn in the majority, and no further promotion will take place.

Sir William Mansfield, who has been appointed to take command of the troops in Ireland on the close of Lord Strathnairn's period of service on 30th June, was not expected to take over his new appointment till the beginning of August, Sir William having received leave of absence for two months on his return to England after his long service of twelve years continuously in India.

A Calcutta contemporary states that a pay code for the Indian army is in course of preparation in the Examiner's Office, Pay Department. Should this codification receive the sanction of Government, some of the principal pay sections may be expected to be published in January next. The cost to Government—that is, to the public—will be *nil*, the price of copies sold covering the cost of printing.

It is hard to believe, what the "Pioneer" assures us is the case, that the East Indian Railway Company has again declined to take the requisite measures to avert the frequent deaths resulting from excessive heat in travelling. Every year some hundreds of Englishmen have serious illnesses, owing to the intolerable exposure incident to long railway journeys and to the absence of *khus-khus tatties*, or any alleviation whatever, in the present railway carriages. Yet the efforts which the Government recently made to get the railway authorities to listen to reason have, it seems, failed.

Mr. Blanford, it seems, has formed so high an opinion of the extent of the coal deposits at Midnapore that the further prosecution of the Canal works on the Damooda has been stopped, after considerable expenditure. There is an expectation that Midnapore can supply Calcutta with coal by the existing canal and river. The object of constructing a new canal from the Damooda was to bring down that portion of the Ranegunge coal which the railway cannot carry, or will not carry cheaply enough. What with coal at Midnapore, coal in Raepore, and fine plateaux, reported by Dr. Oldham as well suited for European sanitaria, in the Eastern Ghauts, the "Friend of India" thinks the prospects of a direct line of railway from Calcutta to Nagpore, as the crow flies, are becoming brighter.

The "Friend of India" believes that the conversion of an estimated deficit into a small surplus will be found to be owing chiefly to the Military Finance Department. "As to the current year, the probability of a surplus justifies the public in distrust of its estimates also, and the facts of the year so far as it has gone increase that distrust. Nothing will be certain till September, when the prospects of the harvest will be surely known. Opium is rising again, and we expect that the estimate will be exceeded by a quarter of a million. If all goes well till 20th September, it would be the duty of the Government to review the financial position and announce a reduction of at least 1½ per cent. in the income-tax for the remaining half of the year. But till September the data will be doubtful."

Our Serampore contemporary reverts to the subject of the household expenses of the Governor General, Governors and Lieutenant Governors. It quotes the yellow-book prepared annually by the Financial Department for submission to Parliament, and a Parliamentary return moved for by Mr. Bright and published in 1859, to show the growth of this household expenditure in twelve years :—

	Salary in 1833 and now.	Household in 1857-58.	Household in 1868-69.	Tour in 1868-69.
	£	£	£	£
Governor General ...	25,000	12,873	19,553	5,939
Outfit ...	5,000	.....	.....	.....
Governor of Bombay ...	12,000	3,300	15,917	9,737
Outfit ...	2,500	.....	.....	.....
Governor of Madras ...	12,000	4,010	9,628	3,519
Outfit ...	2,500	.....	.....	.....
Lt. Governor of Bengal...	10,000	1,738	2,187	685
Lt. Govr. of N. W. P. ...	10,000	1,320	2,289	7,803
Lt. Govr. of Punjab ...	10,000	not given	2,384	5,023

LATEST TELEGRAMS.

[PER REUTER'S AGENCY.]

By British Indian Cable.

THE WAR BETWEEN FRANCE AND PRUSSIA.

HOLLAND AND BELGIUM MAINTAIN NEUTRALITY.

LONDON, 16TH JULY, NOON.

Holland has notified to the Powers her intention to maintain neutrality.

Replying to France, Belgium has affirmed her capability of maintaining neutrality and is now making preparations to guard her frontier.

It is asserted that the French and Prussian Governments have given Belgium their assurances that they will respect her neutrality.

The French Chambers by overwhelming majorities have voted a credit of 50 millions [2 million pounds sterling] for War and 16 millions for the Marine, besides a bill for calling out the Garde Mobile and enrolling volunteers during the war.

COMMENCEMENT OF HOSTILITIES.

LONDON, 17TH JULY, MORNING.

The Prussians have entered France near Landau. They withdrew shortly afterwards, having torn up the lines of railway on the Luxembourg frontier.

The North German Parliament has been convoked for Tuesday. The whole of the North German forces, including the Saxon Corps, are being mobilised.

It is asserted that the King of Bavaria has ordered the mobilisation of his troops with a view of joining Prussia.

The American Senate has confirmed the appointment of M. Frelinghuysen as successor to Mr. Motley.

LONDON, 15TH JULY.

Latest advices from America state that President Grant has nominated ex-Senator Theodore Frelinghuysen American Minister in England, replacing Mr. Motley.

In the House of Commons last night Mr. Grant Duff, replying to Sir Stafford Northcote, said that the Indian Government had not yet answered the despatch of the 2nd July 1868, relative to the Educational Service in India. He added that a despatch had been forwarded to-day, enclosing for final consideration a revised table of precedence materially improving the position of Educational Officers.

Mr. Grant Duff, replying to Mr. Scourfield, relative to the selection of Mr. Boroah as a successful candidate by the Civil Service Commissioners, said that the Secretary of State had neither the power nor the wish to interfere with the absolute discretion of the Commissioners.

The Commissioners have proposed that a certificate from the chief local authority in India should be considered conclusive of the ages of natives, and be required in all cases. In conclusion, he said that the Government can only give their advice in order to facilitate the execution of the Commissioners' arrangements, which were quite satisfactory, as shown by the result of their actions.

LIVERPOOL WEEKLY COTTON REPORT.

LONDON, 15TH JULY, NOON.

The Cotton market was depressed.

Total weekly sales of Cotton..	58,000	bales.
,, ,, Surats....	16,000	,,
,, Stock of Cotton	595,000	,,
,, ,, Surats....	147,500	,,
,, Import of Cotton	72,000	,,
,, ,, Surats....	31,000	,,
Fair Dhollera 7¾d.		

LONDON, 15TH JULY, AFT.

The Liverpool Cotton market to-day closed flat. Fair Dhollera 7¾d.

The Manchester market is quiet, with little enquiry.

THE MAILS.

ADEN, 16TH JULY.

The Sumatra with the outward Indian mails left here for Bombay on the 14th inst. at 9 p.m.

POONA.

(FROM A CORRESPONDENT.)

We have had a nice fall of rain for the last three days, which has been most beneficial to the country around, and the drizzle is likely to last for some days to come.

We are not nearly so gay as we have been for many seasons past, and many houses, large and small, remain empty, partly through there being fewer visitors this season, and still more in consequence of the insatiable avarice of the landlords and their insane demands for absurd rents. The biters will however be bitten this season, as these housesare certain to remain empty until next June.

Our Gymkhana is flourishing but does not come up to the Gymkhanas of the seasons 1864 to '68.

ANOTHER WAZEREE FIGHT.

Information having been received that a number of the Mahomed Kheyl Wazeerees had collected in the hills, the men at the outposts near Bunoo were (as we learn from our Lahore contemporary) on the alert on the morning of the 4th instant. As a detachment of cavalry were returning from patrolling near a deserted village of the Mahomed Kheyls on the banks the Koorum, the native officer in command saw about 150 Wazeerees coming down the Khost Pass which leads into the Koorum. They were proceeding in the direction of a bund by which the post is supplied with water, and which had that morning been repaired. The native officer advanced rapidly towards the enemy, who retired as he approached, and took up a position on the hills on either side of the pass. The native officer sent word to Captain McLean, and at the same time called out a small party of infantry from the post. These men dislodged the Wazeerees, who had been firing on the cavalry before the infantry men came up, but had not succeeded in doing any damage. On the news reaching cantonments Captain McLean started at once with a party of cavalry, and on arriving at the spot where his native officer was posted, he proceeded to take up a position with the few infantry he had from which he commanded a view of all the approaches to that occupied by the Wazeerees. As he was unable to dislodge them with the eight infantry men he had, he sent to cantonments for assistance. Colonel Gardiner started immediately with some infantry; but before they could be got up the enemy had retired to a high hill about 2 miles from beyond our border. The heat was intense and several men were struck down by the sun. Although there were a number of officers, military and civil, out with the troops, only one was much affected and he had been suffering from fever a few days previously.

A Yankee Apology.—Bromley, of the Hartford *Post* thus retracts a reflection on the bald head of the New London *Star*:—"We had no business to be fooling with Ruddock. We know—of course everybody knows—that it was brains that 'knocked the hair off Ruddock's head.' It is a great credit to Ruddock that he is bald. And so long as he can fold his ears over the top of his head, really but the use of the saving any hair any way."

BOMBAY RELIEFS FOR 1870-71.

We are indebted to the *Poona Observer* for the following official announcement of the Reliefs which have been ordered in the Bombay Presidency for the ensuing year :—

With the sanction of Government, the following movements in relief of corps (British and Native) for 1870-71, are ordered, and will be carried out under detailed instructions which will be issued by the Quarter Master General :—

British Infantry.

2nd Foot (1st Battalion), Detachment from Sattara to Poona.

7th Foot, from Aden and Poona, to England.

49th Foot, from Deesa and Aboo, to Bombay, Sattara and Asseerghur.

56th Foot, from England to Belgaum.

95th Foot, from Bombay, Asseerghur and Poona, to England.

108th Foot, from Belgaum to Deesa.

Rifle Brigade (3rd Battalion), from Dinapoor, to Aden and Poona.

Native Cavalry.

1st Light Cavalry, from Deesa and Rajcote, to Poona and Kulladgee.

2nd Light Cavalry, from Neemuch, to Deesa and Rajcote.

3rd Light Cavalry, from Poona, to Neemuch and Nusseerabad.

Native Infantry.

2nd Regiment N. I. (Grenadiers), from Sattara, Asseerghur and Bombay, to Poona.

4th Regiment N. I. (Rifles), from Sholapoor to Baroda.

5th Regiment N. I. I., from Belgaum to Aden.

11th Regiment N. I., from Nusseerabad to Sattara, Asseerghur and Bombay.

12th Regiment N. I., from Aden to Belgaum.

19th Regiment N. I., from Bhooj to Bombay.

20th Regiment N. I., from Deesa to Bhooj.

22nd Regiment N. I., from Bombay to Neemuch.

24th Regiment N. I., from Poona to Deesa.

26th Regiment N. I., from Baroda to Nusseerabad.

28th Regiment N. I., from Neemuch to Sholapoor.

Note.—The Royal Artillery reliefs will be published hereafter.

FALL OF RAIN IN BOMBAY.

From 10th to 16th July 1870.

	Byculla.		Fort.		Colaba.		Mazagon	
	In.	Cts.	In.	Cts.	In.	Cts.	In.	Cts.
July 10 Sunday	0	36	0	21	0	61	0	31
,, 11 Monday	1	74	2	5	1	8	2	1
,, 12 Tuesday	1	84	1	23	1	9	1	58
,, 13 Wednesday	0	80	0	80	0	86	0	81
,, 14 Thursday	1	4	0	51	1	9	0	89
,, 15 Friday	0	34	0	64	0	48	0	24
,, 16 Saturday	3	96	4	35	1	74	3	61
For the week	10	8	9	82	6	95	9	45
Previously registered....	28	58	28	93	24	97	23	66
Total fall.....	38	66	38	75	31	92	33	11

THE FINANCIAL POWERS OF LOCAL GOVERNMENTS.

The following is an Order of the Government of India, in the Financial Department, dated Simla, the 5th June 1870 :—

"Read again the following papers—

"Financial Resolution No. 3442, dated 17th September 1869, prohibiting the admission, by the Audit Department, of charges not provided for in the Budget.

"Financial Notification No. 1274, dated 22nd February 1870, regarding payment and adjustment of money indisputably due from, and payable by, the State, but not provided for in the Budget.

"1. The Governor-General in Council observes that by Resolution No. 3442, dated 17th September 1869, the Audit Department was forbidden to admit to final adjustment even a sanctioned charge for which funds had not been assigned.

"2. Whether under those orders funds can be assigned by the local or the Supreme Government depends upon the circumstances of each case.

"3. It was not the design of the resolution to curtail in any way the powers of local Governments, and if they are in a position to assign funds for any charge from available saving, effected under the general grant, the intervention of the Supreme Government is not required.

"Order.—Ordered, that the above be sent to the several local Governments and Accountants-Generals, and Deputy Accountants-General in independent charge, for information and guidance."

APPEAL AGAINST UNJUST ASSESSMENT.

From H. W. I. Wood, Esq., Secretary to the Bengal Chamber of Commerce, Calcutta, to H. A. Cockerell, Esq., Commissioner of Revenue, Presidency Division dated 23rd June 1870.

Sir,—The Committee of the Chamber of Commerce have received representations from members of the mercantile community with reference to the mode in which parties appealing against the Collector's assessment for income-tax are compelled to adopt; and the committee are of opinion that there are sufficiently cogent reasons for submitting the matter for your consideration and orders.

Section 27 of the Income Tax Act, No. 16 of 1870, provides that every petition against the Collector's assessment shall be accompanied by a copy of the petition to the Collector, a copy of the Collector's order thereon, *and all other documents—if any—connected with the case.*

The remonstrances received by the committee have special reference to the last provision of the section, all the more that the Collector absolutely refuses to guarantee that the documents will *only* be seen by himself, the Judge of the Appeal or other responsible officer. Objections are strongly—and, as the committee believe, fairly—raised against the publicity to which a merchant's transactions may be exposed, and the freedom with which they may be discussed among the employés of the departments through which the documents connected with his appeal may be required to pass: and the committee are therefore anxious to know in what light you, as the Judge of Appeal for Calcutta, view the matter, and what form of procedure you decide to adopt in disposing of the numerous cases likely to come

SHIPPING AND PASSENGERS.

THE s. s. H. A. BRIGHTMAN, Captain Ward, left Bombay harbour yesterday morning with a cargo of 2,902½ bales of cotton, 81 bales of wool, 209½ cwts. of gallnuts, &c. &c., for Liverpool via the Suez Canal.

THE ship THE ROYAL FAMILY, 1199 tons, Captain R. H. Cowing, sailed yesterday for Liverpool with 6,126½ bales of cotton, 165 bales of wool, 245 cwts. of cotton-yarn, 160 cwts. of horns, and 597½ cwts of gallnuts.

THE s. s. KURRACHEE, Captain A. Cottier, sailed on Saturday last for Kurrachee with a general cargo, and the following passengers:—Lieutenant T. G. Cullen, 66th Regiment, Mr. and Mrs. J. Neil and four children, Assistant Surgeon E. Coulson, and eighteen deck passengers.

UNEMPLOYED EUROPEANS.

MR. R. J. COULTER, Camateepoora, writes to us about unemployed Europeans. His sympathy for Wilkinson, the loafer who was sentenced the other day to fifty lashes for felony, seems to us misdirected. Mr. Justice Bayley was dealing with the criminal, not with the poor European. After referring to that case, our correspondent goes on to say—

"I am very sorry to say that the unemployed Europeans of Bombay are greatly on the increase, men daily and hourly seeking to obtain employment in all directions, and unable to obtain the same; men of all grades and mechanics of all trades, willing and able to work rather than remain in the unfortunate position in which they are at present, and if something is not done by those in authority, for their relief, great distress must inevitably follow.

"I take the liberty to forward for publication, as petition after petition has been forwarded to the authorities and no notice whatever has been taken of the same, a true copy of a reply that I received on the 12th instant with respect to the intentions of the Government, on this important question:—

"'Bombay Castle, 11th July 1870.

"'Judicial Department.

"'Sir,—In reply to your communication of the 13th ult. on behalf on the unemployed Europeans in Bombay, I am directed by the Right Hon'ble the Governor in Council to inform you that it is intended to provide a workhouse in Bombay for Europeans, and that inquiries are also being made as regards the facilities of emigration to San Francisco and the chance of such men being able to earn their living there.

"'*Signed by the Acting Secretary to Government.*'

"In conclusion, I only hope that the Government will at once take the matter up, and not allow unfortunate Europeans that have been cast ashore in Bombay, to be daily catchised as loafers, when they earnestly wish to be employed, so that they may again earn an honest and respectable livelihood.

PARSEE WOMEN AND PARSEE HATS.

THE Bombay Correspondent of the *Pioneer* writes on the 11th inst.:—

I forgot to mention last week the fierce unanimity of virtue with which the Parsee community in the largest meeting of the clan ever seen, agreed to excommunicate some unlucky women of their tribe, who are said to have applied for certificates under the Contagious Diseases' Act. They and their children for ever are to be excluded from all religious ceremonies, feasts and fasts; they are to be damned without benefit of clergy, and even after death they are to be denied the tender offices of the vultures and kites, which wheel their lazy circling flight above the towers of silence. To *be* impure seems for a long time to have been counted for naught, but to have the impurity of the race blazoned in the red book of the officer in charge of the Contagious Diseases' Act, seems to have been counted a deep disgrace. Will the hapless children of those "*filles inscrites*," if there are any, be forbidden to wear the wonderful hat of the Parsees? I think if I belonged to that busy race I could be content to forego much, even the burial sanctities of my fathers, if I might be relieved of that deplorable head gear. Your educated Parsee will divest himself of every sign of his nationality but that. The sacred cord may be hidden beneath voluminous peg-tops or tight gun-cases; the muslin net coat may give way to Ford's *Eurekas*, at six for 40 shillings; nay, you may find a cigar-case in the pocket of his cut-way coat—but through all he sticks to that shocking bad hat which fits nowhere, protects nothing, and is apparently useful only to stick a bouquet in at its hollow back part. I confess, when I see groups of Parsees talking together I feel tempted to apostrophise them somewhat after this fashion—

In your multitudinous chatter,
In your turbulent tumult of tongue,
Does nobody curse the mad hatter
Who did you such wrong?
Did he work out in dreams that creature
Of paper and pasteboard and chintz!
Or did Zertusht in rapt inspiration
Give his Lincoln and Bennett some hints!
Is it like the old hat of Darius,
Carved deep in Assyrian shrine?
Or the triple bell-topped Pope Pius
Unensilly wears on his throne:
Or is it a sign and a token
Of your love and your faith and your pain,
When your armies were scattered and broken,
And Zertusht was slain?

INJUNCTION AGAINST THE CARGO OF THE GREYHOUND.

ANOTHER case similar to that regarding the cargo of the Teresa was mentioned before Mr. Justice Green in the High Court on Saturday afternoon. The same plaintiffs claim from the owners and captain of the ship Greyhound and from Cursondass Madhowdass on account of a number of bales of cotton shipped by the plaintiffs on account of Cursondass and of which he got the bills of lading signed by Captain Jackson, and thereon obtained advances from Messrs. Stearns, Hobart and Co. An interim injunction for the detention of the cargo has been granted, and Messrs. Stearns, Hobart and Co. have been made defendants on the suit.

On the case being called on Saturday afternoon for the defendants to show cause against the injunction,

The Advocate General and Mr. McCulloch, instructed by Messrs. Rimington, Hore, and Langley, appeared for the plaintiffs; Mr. Latham, instructed by Messrs. Acland, Prentis, and Bishop, appeared for Messrs. Stearns, Hobart & Co.; Mr. Mayhew, instructed by the same firm of solicitors, appeared for Captain Jackson, the late master of the Greyhound; and Mr. Starling, also instructed by Messrs. Acland, Prentis and Bishop, appeared for Captain Duffy, the present master of the Greyhound.

On the 6th July the defendant Cursondass Madhowdass was served with a copy of the rule for injunction.

Mr. Starling said the owners had been served through Mr. Jackson, but, as he was no longer the master, the service must be irregular, and ought to be amended. Jackson, he explained in reply to the Judge, was the actual master when the plaint was filed. He was suspended on the 8th, and the new master was appointed on the same day, while the service took place on the 6th. Therefore he now applied that, as Jackson no longer represent the owners, the name of Duffy should be substituted.

The Advocate General—My learned friend ought to state these facts, which are now before us for the first time, on affidavit. We do not know that Duffy, who is not a party to this suit, has been appointed since the suit commenced.

Mr. Mayhew said he appeared on behalf of the defendant Jackson, who had been superseded in his command. Jackson's capacity for representing the owners had, he said, been taken away by them. It was stated in the plaint that the owners, Messrs. Harrison, are carrying on business in Bombay by means of their agent, J. Jackson, but the said J. Jackson was not carrying on business in Bombay for the owners, but that office was filled by Duffy, and surely Duffy's name might be put on the record. There was no one before the Court to represent the owners, now that Jackson was superseded.

The Judge—It will come to this, that if a defendant should reside out of the jurisdiction, he might, after having been properly served at the commencement of the suit, by revoking the authority of his agent, remove himself from the jurisdiction of the Court.

Mr. Mayhew—That is not the case here, my Lord, for he puts forward another person, Captain Duffy, in his place. I appear for the defendant Jackson, simply as the former master of the vessel, and not for the owner.

The Judge—I do not see why we should have Duffy on the record, and I cannot hear him unless he is on the record.

The Advocate General—My Lord, if he makes an affidavit and states that he is properly appointed, and has authority to represent the owners, we shall have no objection to admit him.

Mr. Starling replied to the Judge, that as far as his client was concerned, he did not intend to take any part in the argument, nor make any affidavit, but would bow to his Lordship's decision.

The Advocate General said this notice was not served on the defendant Jackson, on behalf of the owners, but was served on the chief officer, as Jackson could not be found. If His Lordship did not consider this efficient service he would ask for leave to serve the present master of the ship, Captain Duffy.

The Judge—I suppose you will strike Jackson's name off the record?

The Advocate General—No, my Lord; we shall still proceed against Jackson as a defendant, on account of his own acts.

An order was made that Captain Duffy should be served on behalf of the owners of the Greyhound, and the case should come on for hearing on Friday next.

SMALL CAUSE COURT.—15TH JULY.

(Before J. O'LEARY, Esq.)

A. DUGGAN AND COMPANY VS. THE BOMBAY GAS COMPANY (LIMITED.)

MR. FRASER HORE appeared for the plaintiffs and Mr. F. Stanger Leathes for the defendants.

This case first came on for hearing on the 27th June, when Mr. Hore stated that it was an action brought by the plaintiffs to recover from the defendants the sum of Rs. 815 for work and labour done and performed and for materials expended by the plaintiffs for the defendants at their request, as per plaintiffs' bill, copy whereof was annexed to the plaint. Mr. Hore explained that the work done consisted of one large brass crown, two brass stars, and two brass crosses to be erected on the Elphinstone College during the recent illuminations. That demand for payment had been made to Mr. Gandon, the manager of the Bombay Gas Company, who in a very rude manner returned the bill with the words "I shall not pay more than Rs. 250 for the work unless compelled to do so by a court of law," and hence the origin of the action.

Mr. A. Duggan was then called on behalf of the plaintiffs and stated he was a coppersmith and brazier, that in order to complete the designs in time for the illuminations he employed three European plumbers and charged for them in his bill at the rate of Rs. 10 per day, that they worked 15 days, three extra nights and two Sundays; that he also employed 9 natives for 15 days, three extra nights, and two Sundays. That for solder, buggy hire, &c., he had charged in his bill Rs. 20, which all added up amounted to Rs. 815, the amount of his claim. Mr. Duggan also stated that in consequence of the work being all brass it was very expensive and difficult to make. That the charges he had made were usual charges in Bombay, and that he had no agreement with the Gass Company as to what he was to charge for the work.

Mr. Murray, foreman coppersmith in the Government Dockyard, and several other coppersmiths and braziers were then called, who corroborated the evidence of Mr. Duggan. They all said the charge was fair and reasonable. Mr. Murray said he would not have done the work for less than Rs. 900, and the other witnesses said they thought that about Rs. 850 would be a fair charge, and this closed the plaintiffs' case.

Mr. Leathes then addressed the Court on behalf of the defendants, he insisted that the charges of Mr. Duggan were exhorbitant and beyond all reason, and said he should call the manager of the Gas Company and several experienced gass fitters who would prove that the price charged by Mr. Duggan was beyond all bounds, and he should then ask the Court to reduce the bill to Rs. 300, which sum his clients had paid into Court.

Mr. Gandon, the manager of the Gas Company, and several gas fitters were then called, all of whom stated the charge was very high, and that they could have done the work for about Rs. 300, but on cross-examination it came out that they were not coppersmiths and braziers but only gas fitters, and that coppersmiths and braziers were paid higher wages than gas fitters an that they did a superior kind of work.

Mr. Hore in reply stated he had a very few remarks to make. This was a very simple case, and he thought His Honor would have very little difficulty in coming to the conclusion that a verdict should be entered for his client. He stated that the Gas Company had employed Messrs Duggan and Company with their eyes open, knowing them to be coppersmiths and braziers, and that they were a more experienced and expensive class of workmen to gas fitters and now defendant wished to make them charge gas fitting prices. That no price was ever arranged between the parties as to what was to be charged for the work, that it had been proved that the price charged for European and native coppersmiths and braziers was the correct and customary price in Bombay, and that the Gas Company could not refuse to pay Messrs Duggan and Co.'s bill, and asked His Honor to give his clients a judgment for full amount claimed and costs.

His Honor said it had clearly been proved that coppersmiths and braziers were a superior class of workmen to gas fitters, that they did a superior class of work and charged higher for it. That the company need not have gone to Messrs Duggan & Co. if they wanted the work done less expensively, and cited a case that had been decided in England when an action had been brought by a medical instrument maker which was exactly in point, and he gave a verdict for the plaintiffs for full amount and costs.

(Before N. SPENCER Esq.,—16TH JULY.)

BHOODA DHUNA VS. CUMLA VITTUL.

The plaintiff appeared in person; Mr. Shavaksha for the defence. The suit was brought to recover Rs. 40, due on a promissory note, dated 8th June 1867. The defence set up was that the claim was barred under clause 9, sec. 1 of Act 14 of 1859 (Limitation Act,) more than three years having expired from the date of execution of the note in question. It was also contended that the defendant was an ignorant and illiterate man, and that the note was not signed by him. It appeared from the statement of the plaintiff that the note was payable within twenty days; so that the cause of action accrued on the 28th June 1867; whereas the plaint was filed on the 27th June last. The plaintiff having failed to prove his case, the Court non-suited him.

HIGH COURT.—APPELLATE SIDE.

THURSDAY, 30TH JUNE.

(Before the Hon. Justice GIBBS and the Hon. Justice MELVILL.)

IRREGULAR PROCEEDINGS OF A SUBORDINATE MAGISTRATE.

THE QUEEN VS. ABBA KRISHNAJEE PATELL AND OTHERS.

IN April last the defendant in this case was charged before the first class subordinate magistrate of Egutpoora with fouling the water of a public reservoir, and was convicted under section 277 of the Penal Code and sentenced to pay a fine of five rupees, to be levied, in default of payment, by distress and sale of his moveable property. Mr. H. N. B. Erskine, district magistrate, in submitting the proceedings for the orders of the High Court, remarked:—The accused has been convicted of fouling the water of a public reservoir by washing himself and clothes at a place in the Dharna river, from which drinking water is taken. The river in the dry weather does not consist of a continuous stream but of a series of pools, and it was for washing in one of these pools that the charge was brought. It appears from the proceedings that no complaint was made before the subordinate magistrate, first-class, but that he received a report from the patel of the village, and, on the strength of this, issued a summons, and on the appearance of the accused he on his own statement convicted and sentenced him. Putting aside the question whether the act complained of would be punishable under the section unless a notice had been put up forbidding washing or bathing in that part of the river, I consider that the fact of the subordinate magistrate having punished the accused without having had a complaint on solemn affirmation, renders his proceedings contrary to law.

The proceedings in another case, *the Queen* vs. *Arjoon Trimbuk*, held before the same subordinate magistrate, was also referred by Mr. Erskine for the orders of the High Court. The accused was fined five rupees for bathing at a particular spot in a river and fouling the water. The details were similar to those of the preceding case, and the reasons for referring it were also the same, namely, that the case had been disposed of without any complaint on solemn affirmation.

Another case, the *Queen* vs. *Hurree Lukhmajee*, tried by the same subordinate magistrate, who fined the accused five rupees for a similar offence, was also referred for the orders of the High Court.

For the same reasons the proceedings in the case of the *Queen* vs. *Toola Mahadoo*, tried by the same subordinate magistrate, were referred to the High Court. The accused was fined five rupees for fouling the water of a river by bathing at a particular spot.

One Kondajee Deo was fined by the same subordinate magistrate in the sum of three rupees for washing in a portion of a river said to be reserved for drinking purposes. Mr. Erskine, in submitting the proceedings to the High Court, stated that the accused had been summoned by the subordinate magistrate without any complaint having been made, and that the proceedings seemed to have been altogether irregular.

The same subordinate magistrate fined in another case one Gumajee Sawjee one rupee for a public nuisance. No complaint on solemn affirmation had been made nor any evidence recorded; and this case also was referred by Mr Erskine for the orders of the High Court.

Toolseram Kanaew was fined by the same subordinate magistrate one rupee for a similar offence as the last, and as no evidence had been recorded nor any complaint on solemn affirmation made, the proceedings were referred for the orders of the High Court.

In another case, the *Queen* vs. *Parab Surajmull*, the accused was fined two rupees for causing a nuisance. Mr. Erskine, in referring the case to the High Court, remarked:—The nuisance appears to have been leaving three bags of grain on the high road. If any offence was committed, it was that of causing an obstruction and should have been punished under section 283 of the code, but on looking at the proceedings, it seems not only very doubtful whether any offence was committed, but it is manifest that the proceedings of the subordinate magistrate have been altogether irregular. The subordinate magistrate apparently saw the bags lying on the road and at once called the accused to his office, and without recording any complaint on solemn affirmation, took the accused's statement and punished him. This irregularity seems to vitiate the proceedings, nor is there anything in the record of the case to show that any offence was committed.

The High Court, on a review of the proceedings, reversed the convictions by the first class subordinate magistrate of Egutpoora, and directed that the fines, if paid, be restored.

THE BILLS OF LADING DISPUTES.

THE INJUNCTION AGAINST THE TERESA.

ON Thursday, Friday and Saturday the suit by the firm of Rajaram Narrondass against the owners and captain of the Teresa and Cursondass Madhowdass, with regard to 609 bales of cotton on board the Teresa, came on for hearing in the High Court before the Hon'ble Mr. Justice Green. The circumstances of the suit as detailed in the plaint are these:—That on the 9th of May the plaintiffs agreed with Cursondass Madhowdass to buy for him in their name 3,000 bales of cotton, and to press and ship these as he should direct, upon condition that they should take the mate's receipts for the delivery and retain them until he paid for the bales together with 2 per cent. of commission and Rs. 32 per bale for pressing and muccadum's charges, that they caused 609 bales to be shipped on board the Teresa and got the mate's receipts for them; that Cursondass is due Rs. 92,351 for these, but has not paid the plaintiffs though the mate's receipts have frequently been tendered, and is now insolvent and unable to pay his debts; and that according to the custom of the port Captain Brown was bound to deliver bills of lading to no one except the holder of the mate's receipts, but that he had, before the 609 bales were shipped, fraudulently signed and delivered to Cursondass Madhowdass bills of lading purporting to be in respect of these 609 bales of cotton and refused to give bills of lading to the plaintiffs as holders of the mate's receipts.

On the 4th inst. a rule was granted calling upon the defendants to show cause why an injunction should not issue restraining them from removing the 609 bales of cotton beyond the jurisdiction of the Court, and why a receiver should not be appointed to take possession of these, and an interim order was given against the removal of these bales; on the 9th instant the service of that order on Messrs. Rennie, Scovell & Co., the agents for the captain and owners of the Teresa, was ruled to be good service, and on Thursday last Messrs. Jefferson, Campbell and Co., who intervened as endorsees of the bills of lading, were ordered to be made defendants in the suit.

The matter came on on Thursday, for the defendants to show cause against the injunction.

Mr. McCulloch and Mr. Ferguson (instructed by Messrs. Rimington, Hore and Langley) appeared for the plaintiffs, and Mr. Anstey and Mr. Latham (instructed by Mr. Payne) for Messrs. Jefferson, Campbell & Co. The Advocate General and Mr. Starling (instructed by Messrs. Acland, Prentis and Bishop) appeared to watch the case for Messrs. Rennie, Scovell & Co., who had been called as agents of the owners of the ship but did not appear to defend—and neither the owners, Captain Brown, nor Cursondass Madhowdass appeared.

Mr. Starling said he appeared on behalf of Messrs. Rennie, Scovell and Co., and wished to state to his Lordship that the defendant Brown was no longer master of the Teresa, and that his successor had not been appointed.

The Judge—Unless you say you appear for the defendant, Macdonald, I cannot hear you.

Mr. Starling—I merely state for the benefit of the Court that the master has been suspended, that his successor has not been appointed, and that the ship is now in the actual charge of the chief officer.

Mr. McCulloch—I have affidavits of service having been effected on the two defendants. I suppose I need not prove service on Macdonald, but we have served Messrs. Rennie, Scovell and Co. on his behalf.

Mr. Anstey then said—It will simplify very much the argument I shall have to address to your Lordship in showing cause against this rule, if I draw your Lordship's attention in the first place to what I conceive to be the state of the law. This is an action, as I understand it, by holders of mate's receipts, as they are called, and the intervenors, who have now been made defendants, are the holders, or what is the same thing, the endorsees, and endorsers over, of the bills of lading that have been signed by the captain and of course not by the mate. My clients are the innocent endorsees for value of these bills of lading. The plaintiffs sue upon no such meritorious title, but upon the dry light legal title of being the holders of the mate's receipts which at the time when they were issued represented, or symbolized, the bills specified therein. Their claim is encountered by my clients in the double capacity of holders of bills of lading and therefore invested with a legal title—and of innocent endorsees for value—therefore claiming upon a meritorious foundation. Midway between these two claimants come the owners and the captain who, for the purposes of this motion are of course one. The owners and the captain are bound by the mate's receipts and also by the bills of lading; but there is this difference between the holders of the mate's receipts and the holders of the bills of lading, that the former could not be, and the latter have been endorsed for value *bona fide* and without notice. To this must be added that, upon a review of all the facts of the case, it is apparent on the affidavits that there is strong ground to impeach the conduct of those who have got possession of the mate's receipts and have not perfected their title by obtaining bills of lading, or giving such notice to the person authorized to sign bills of lading as would have imposed upon him a liability in respect of his refusal to comply with their request. Secondly, there is much reason to suspect that between them and the person to whom the bills of lading were issued—I mean Cursondass Madhowdass—a collusion existed from the time of the making of the mate's receipts down to the time of the making of the bills of lading to Cursondass, or rather on his endorsing them over to my clients. I shall explain that when I come to the affidavits; and need not say that if there is any suspicion of that kind it will much incline your Lordship, not when you come to the hearing of the case but now in this summary manner and on the interlocutory proceedings to refuse to interfere. And lastly, my Lord, the title of the plaintiffs is further impeached, as I shall be able to show when I come to read the affidavit in respect of the distinct notice which they must have had from the circumstances surrounding the transaction, on which they rely. The whole of them—the plaintiffs, Cursondass himself, to whom the mate issued the receipts, the mate himself, and, through him, the owners—all knew, in the usual way and in express language, that the shipment was not to be on account of the holders of the mate's receipts, but on account of this same Cursondass Mahadowdass. Now, my Lord, that is the case which I shall endeavour to sustain by-and-bye, and in which if I omit anything my learned friend, Mr. Latham who follows me, will supply the omission. This I take to be the state of the law applicable to the case. The owners are, or may be—I do not pledge myself that they are, and I do not know what their case is—but they may be liable both to the plaintiffs and the firm for whom I appear, and that therefore this is a mere question whether they are by-and-bye to sue for the full value of the goods specified in their mate's receipts, or whether they are by-and-bye to sue for the full value of the goods specified in the bills of lading; for it may well be that after the owners of the vessel have satisfied the exigencies of the plaintiffs or of us, the new defendants, as the case may be—satisfied that advance either by specie or by payment in value they may still be required to perform the same act of satisfaction over again to the concurring—I will not say the rival—set of claimants. Now, my Lord, that I may explain what I mean by these words I will substitute words which are far better than mine, and which contain an exposition of that part of the law of the case but have been approved and adopted in a decision not very long ago in the Court of Privy Council—not that they required either approval or adoption by any Court, because they are the *ipissima verba* of that great judge and jurist the late Lord Tenterden. "It is usual for the master and the mate"—he says and, I beg leave to say parenthetically, for the master alone or the mate alone—"to sign on receipt for goods at the time of shipment, and to deliver it to the shipper. When this is done the master must take care not to deliver the bill of lading until the receipt is returned to him, for otherwise he may place himself under a twofold responsibility—a responsibility to the shipper in case he should be required the goods to be delivered to his own order, he having a legal right to do so, and a responsibility to the holder of the bill of lading who may be induced to purchase the goods on the faith of it. And if such receipt is required it ought to be given, and if not given, still the master must take care not to deliver the bill of lading to any person but the shipper without his orders, for if he does he may mean the full responsibility in the same way as if a formal receipt had been given." This is on pages 286 and 287 of the ninth edition of the Privy Council Reports. The learned counsel then quoted the case of Sheuster v. Mc'Kellar, 5 Ellis and Blackburn, p. 704, to show that the claim of the innocent endorsee of a bill of lading and that of the shipper were equal; and he asked if that was so, putting the claim at its highest, how could the plaintiff's claim from his clients, and still less would it be so on the exceptions and qualifications which existed and to which he would reduce the plaintiff's claims after he had called his Lordship's attention to the authorities. He had now to remark upon the manner in which the mate's receipts were said to entitle the holder thereof to the goods described therein, and he might illustrate at once the operation of these mate's receipts, shipping orders, delivery orders, or any documents which were evidence of a title to property, but did not confer title, by a reference to a recent case; and he would do this not only for the purpose of showing how these operated—as mere evidence of title—but to show that they were not allowed to affect an acquired right, a right acquired by a third party. It had been held that the holder of a delivery order assented to by the mate in charge of a ship, even verbally assented to, constituted a title or rather amounted to evidence of a constituted title vested in the holder of that shipping order, but with a qualification against the shipper of the goods described in the order, and all persons claiming a title under him, not being themselves the holders of bills of lading or otherwise standing in the position of third parties. A verbal assent was as good for that purpose as a written consent, and a written consent would not carry the case any farther; but as decided in the case of Coventry vs. Gladstone, reported in the Law Reports, Equity Cases, vol. 6, p. 44, the mate's receipt bound the mate and those whom the mate represented, but not further or otherwise. Now the cases in which the paramount superior equity had been recognized as against the holder of such a document as that which qualified the plaintiff not only to sue, but also to obtain a prerogative writ of injunction against all parties, whether original parties or not, were shown in one or two authorities to which he would refer his Lordship. The first was that of Framjee Cowasjee vs. W. Thomson and Henry Bebbel, reported in vol. 5 Moore's Privy Council cases, p. 165. That was a case decided originally in the Supreme Court of Bombay, and there it was decided exactly in the sense in which the plaintiffs wished his Lordship to decide the present suit. There it was held by the Supreme Court of Bombay that "inasmuch as the bills of lading had been signed by the captain without requiring the delivery to him of the mate's receipts which it would have been his ordinary duty to have got, in the name of the purchaser who in the meantime became insolvent, an innocent endorsee could not claim, and it was stated that the right to stop *in transitu* remained in the original seller." The appellant also proved in that case that according to the usage and custom of merchants in London (and it was there the transaction arose), "where goods are sold to be delivered free on board a ship, it is part of the seller's duty, under the contract, to ship them, but that in such cases the buyer, at whose risk they are from the time of shipment, is considered to be the shipper—that where goods are sold on a contract, to be delivered free on board, to be paid for by bill, and are shipped on board, and a bill given pursuant to the terms of the contract, it is the seller's duty, on receipt of the bill, to deliver up the mate's receipt (if any) to the buyer, and that the seller's retention of the mate's receipt after such bill given and received by the seller, would give the seller no claim against the shipowner or the broker, on the goods." It was afterwards held by the Judicial Committee of the Privy Council (reversing the verdict and judgment of the Supreme Court at Bombay), that trover would not lie for the goods, but that on their delivery on board the vessel, they were no longer in *transitu*, so as to be stopped by the sellers, and that the retention of the receipts by the sellers was immaterial, as after their election to be paid by a bill, the receipts of the mate were not essential to the transaction between the seller and purchaser. The judgment was given after consideration. Lord Brougham thought the custom of the port of London was established beyond all doubt, indeed it was not denied, that when goods were sold in London, 'free on board,' the cost of shipping them fell on the seller, but the buyer was considered as the shipper. Then his Lordship said that the principal point for the consideration of the Court was that the mate's receipt was never given up, and that, therefore, the sale was not completed, the delivery was imperfect, something remained to be done, and the transaction was not finished, nor the *transitus* determined—and his Lordship said—"We are clearly of opinion, that the non-delivery of the receipt can operate nothing whatever." Now this was reason he gave, "Reliance was placed on a passage in Abbott on the Law of Shipping, part IV, c. 10 (p. 469, 6 edn.), in which the cases of Ruck v. Hatfield and Craven v. Ryden are cited. But in another passage, of more distinctness, part IV, c. 4 (p. 301), the learned author says, that the master should take care not to sign a bill of lading before he has had the receipt returned, else he may make himself responsible to the shipper and the holder of the receipt. But he goes on to say, how he may make himself responsible and in what event, in case the shipper has a legal right to have the goods delivered to his own order. The question in all the cases between buyer and seller, which is the case here, is, whether or not anything remained to be done as between these two parties. The importance of keeping that in view, and always attending to this, whether the question arises between these two parties or between one of them, the seller, and some third party, is well stated by Le Blanc, J., in Busk vs. Davis (2 M. and S. 403), and Whitehouse v. Frost (12 East, 621.)" Now, going back to the passage he had just read, his Lordship said "We are clearly of opinion that the non-delivery of the receipts can operate nothing whatever" and on this plain ground, that Thompson and Co. ought to have delivered it up, it was their clear and bounden duty so to do; and it would be preposterous that they should avail themselves of their own wrong against the other party whom they had injured." Then the words "their own wrong" were thus explained—"In the present case, it is quite clear, that nothing whatever remained to be done, between the buyer and seller, unless it be, that the former ought most certainly to have delivered up the mate's receipt, which he wrongfully, or by oversight, kept possession of, without the shadow of a right to it; and whether it be wrong or error, he is not the party to take advantage of this." That, therefore, was the first objection to the general rule, and it was to the effect that wherever it could be shown or appeared probable that the suppression of the mate's receipts from the holder of the bills of lading was owing to wrong or to error, the party guilty of that wrong or of that error should not be allowed to take advantage of that against the party who by reason of his wrong or error had been placed in a position of conflict. Now another exception was this. There the question was between the original parties, here it was between one of the original parties and the subsequent endorsees for the value—that was to say, between the one who was an original party in respect of being the holder and being still the holder of the mate's receipts, and the other not an original party, but who had become a party interested inasmuch as they were interested to the extent of the value and had incurred liability as endorsees. Now there was the case of the Marie Joseph reported in the Law Reports, Privy Council cases, vol. 1, p. 319, and a stronger case than that it was difficult to conceive, for in that it was no constructive wrong but a clear and actual and most impudent fraud which placed the endorser in possession of the documents of which the successful party *bona fide* and for a good consideration became the endorsee. The head note of that case first stated that "a bill of lading for the delivery of goods to order and assigns is a negotiable instrument, which by endorsement and delivery passes the property in the goods to the endorsee subject on to the right of the unpaid vendor to stop them *in transitu*." Then it went on to say "the endorsee may deprive the vendor of his right by endorsing the bill of lading for valuable consideration, although the goods are not paid for, even if the bills have been given which are certain to be dishonoured provided the endorsee for value has acted *bona fide* and without notice." And then came this last of all—"A firm (M. and D.) in France sold, through their agent in England, to S. and T. a lot of linseed cake, payable by bill at three months' date, and shipped the same. A bill of lading, signed by the master and endorsed by M. and D. was delivered to S. and T. in exchange for their acceptance at three months' date. Afterwards the bill of lading was redelivered to M. and D.'s agent to hold as security against the acceptance. T., a member of the firm of S. and T., subsequently obtained the bill of lading from M. and D.'s agent by a fraudulent misrepresentation, and endorsed and delivered it to P. and C. for value without notice of the fraud. Before the goods arrived in England S. and T. became insolvent." The Court of Admiralty held that the same legal authorities applied and that as the endorser got hold of the endorsee's bill for the purpose of a fraud he had no power whatever to pass any property in goods except subject to the vendor's right of stoppage *in transitu*. But on appeal to the Privy Council it was held first that the firm of S. and T., the purchasers, acquired no new title to the goods by the fraud of T. as it merely invested them with the temporary power of transferring their property in the goods, and, secondly, that the right of M. and D., the vendors, to stop *in transitu* was gone as the transfer to P. and Co. was *bona fide* and for a valuable consideration in ignorance of his fraud." Now the fraud was very impudent and it was thus stated:—"On the 18th of February 1864 Tadman went to Stricker and stated to him that his firm had sold the linseed cake to a Mr Croysdale, who would accept a bill of exchange against the bill of lading which Tadman asked for, and which Stricker handed to him. The representation made by Tadman was untrue as his firm had not sold the linseed cake at the time when the bill of lading was so returned to him. On the same day that Tadman obtained the bill of lading but subsequently thereto, the appellants, who were bankers at home, to whom Scarborough and Tadman were largely indebted, applied to them to reduce their debt." That, Mr. Anstey said, showed the second exception introduced in favour of the innocent endorsee, and the learned counsel then proceeded to say that it seemed to him the present case was capable of being thus presented to the Court—against the owners of the ship there had been no fraud on the part of the holders of the mate's receipts, they had the same title to sue for the value of the amount of goods denoted by these documents as had the holders of the bills of lading, and the fact that one of the two rival claimants had obtained under those documents, call them mate's receipts or call them bills of lading, the goods themselves would not prevent the other from recovering the full value of the same goods against the same person—namely, the owner or the master as the case might be, though for obvious reasons he at present left the master entirely out of view. Both these claimants were either first, equal, and they were certainly so if there were nothing in either case to distinguish the one favourably or unfavourably, or, secondly, the one had a superior position in equity; and that must depend, first, on the question whether, or not one of the parties had acquired a meritorious position in the eye of the law, or, second, whether the one party had exposed himself to a suspicion of being guilty of collusion or fraud, or third, whether both these circumstances existed. That was the effect of the law as he took it to be on that point. Well, he would say boldly that if the plaintiffs in the present case could make out a favourable claim for his Lordship's consideration, it must be against the owners and captain. Against his clients, the holders of the bills of lading they could make out no claim, for there was first a parity of right between them in which case the Court would not interfere to disturb the position of him who was in possession, or, second, they were in a more favourable position than the plaintiffs, since they had not only a legal position as good as that of the plaintiffs, as they were subsequently endorsees for value without notice and in *bona fide*; and, lastly, if his Lordship would look to the dates and a few other circumstances of consequence, he thought he would come to the conclusion that the plaintiffs did not come into Court with clean hands. Now, taking the earliest date was this a case of the mate's receipts being signed at an early period, retained for an unreasonable time, and then the bills of lading being signed by the captain and delivered to another claimant? It was not. The peculiarity of this case was that the signing of the mate's receipts and the signing of the bills of lading went on together, as nearly as possible contemporaneously. The first date of signing bills of lading was the 7th, and the shipment had commenced on the 6th, that was to say, the goods were in the course of shipment when the bills of lading were signed for the whole cotton. The second paragraph of Mr. Wilson's affidavit stated that the bills of lading were presented to him on the 7th June and bore date that date, and they referred to the shipments which his clients said were made on the 6th. The mate's receipts were annexed to the plaint, and he would refer to them to show the date, for it might be taken for granted they would show the dates on which the goods were taken on board. Their affidavit showed the bills of lading were signed on the 7th and the mate's receipts showed the dates of the shipments and the quantity shipped as follows:—On the 6th June, 90 bales; on the 7th, 75; on the 9th, 91; on the 13th, 101; on the 14th, 209; on the 16th, 53. The same evidence showed that the fraud was being practised, not of signing the mate's receipts, but of keeping their signature secret from the person who was already in possession of the bills of lading or about to be so. The original recipient of the bills of lading was of course Cursondass Madhowdass, and either the plaintiffs were deceiving him by concealing from him the fact that the mate's receipts were being issued (which was an impossible suspicion), or else he was aware of that and allowed it to go on—for what purpose his Lordship might divine when he remembered that those who actually shipped the goods were the plaintiffs, the persons then and now claiming to be his creditors, partners, or agents.

Mr. McCulloch—I must object to the suggestion of partnership.

Mr. Anstey—I do not say what it was, and do not care whether it was as principal and agent, buyer and seller, creditor and debtor, pawner and pawnee, call it what you may, but it was clear there were two sets of persons interested in the shipment, and by one of these sets of persons were obtained the mate's receipts and nothing else, and by the other the bills of lading and not the mate's receipts. I say what becomes of it? These mate's receipts are kept in the plaintiff's hands. And for what purpose? This is the most suspicious part of the whole transaction. They say it was agreed by them that they were to hold these receipts as security for their claim, and they don't say one word as to there being any provision made as to the bills of lading having been signed. They must have known that the bills of lading were signed to a considerable extent when the mate's receipts were signed.

Mr. McCulloch—There is no such statement.

Mr. Anstey—I say they must have known it, and I have a right to make these comments on the statement they make. I say they must have known that, and yet they go on with this contract without any provision to secure their claim by procuring the bills of lading. We say if this were a common transaction they must have stipulated for the bills of lading, for either they must have known (and they *must* have know it) that the bills of lading were in existence, had been signed, and given to Cursondass, one of themselves, or else they must have supposed the bills of lading were to be signed in the ordinary course before the departure of the vessel when the cotton was shipped. Then I want to know why did they not stipulate something with regard to that, and say "You bind yourselves to cause the bills of lading to be signed without delay and notify to us on what day they are to be signed, so that we may appear and hand over the mate's receipts in exchange for the bills of lading, which will perfect our title and then we will hold the bills of lading till you will have advanced the money." But there is nothing of the kind, the bills of lading are not once alluded to in this transaction as it is described by the plaintiffs themselves. My Lord, I say there is very much reason to suspect this state of things—that the plaintiffs designedly allowed Cursondass to have such possession as would entitle him to commit the fraud. They were secure in any case. They had been advised no doubt by their lawyers what was unquestionably the state of the law, that unless fraud could be shown the owners were liable for the goods which had been signed for, and therefore there was no danger in leaving Cursondass with the bills of lading without which he could not raise the wind. There is the remarkable fact that they stipulated for the receipts, and they say nothing of the bills of lading. The bills of lading were issued to Cursondass at the same time as the mate's receipts or nearly so. And lastly, for I have reserved this point till the last, with a few trifling exceptions, every one of these mate's receipts is made out in the name of Cursondass himself and not at all in the name of these plaintiffs—all seeming to show that if they were not guilty of that fraud, which according to the decision of Lord Brougham in the case of Framjee Cowasjee against Thompson vitiates and destroys the right of the holder of the mate's receipts, they were guilty at least of that crass negligence amounting almost actual error to which he attributes a similar effect.

The Judge—Why do you say the mate's receipts were made out in the name of Cursondass Madhowdass?

Mr. McCulloch—There is only one in the name of Cursondass.

Mr. Anstey—My learned friend suggests that these receipts show, if they show nothing else, that the parties receiving them knew perfectly well how to stipulate for their own protection as far as the form of the mate's receipts would give it. It would have been a strong piece of evidence in their favour if they had produced their boat notes, and if their boat notes had been in their name. I admit that if these boat notes had been in the name of Cursondass Madhowdass, every one of them, it would be a very good reason why the plaintiffs have not produced them, and if they had produced them they would not have been evidence in the plaintiff's favour, but very much against them. They have at all events not given the evidence which it was in their power to produce. The affidavit on which they relied bears the same date as the first application to the Court as nearly as possible the first note of preparation. It was, made on the 28th June by Nehemiah Roberts and states:—"1.—That on the 28th day of June 1870 I went accompanied by one Vuzboocan Atmaram to the place of business of dubashes whose names I do not know situate in Apoll

sent to England to be placed in a museum as specimens, but they were to be sold in the market, and therefore the injunction was that they should be alienated. Not only that but they had the evidence of Mr. Jefferson, who swore his firm had advanced money on this cotton and looked to the sale that he might get back the money out of the proceeds, and therefore it was a waste of time to argue the question whether there was any danger of alienation if the bales were allowed to go to England. His Lordship would not have forgotten that the conclusion of Mr. Anstey's address was founded on the basis that the detention of the goods would hinder the passage and prevent the sale in the market. Now, he would ask his Lordship to permit him to enquire into the real facts of the case before he proceeded to apply the law to it. The first fact in this case was one set up in the plaint: —" The plaintiffs on or about the 9th day of May 1870 agreed with the said Cursondass Madhowdass to buy, for him but in plaintiff's name, 3,000 bales of cotton and to press and ship the same on board such ship or ships as the said Cursondass Madhowdass should direct, upon the conditions, amongst others that the plaintiff should take the mate's receipt for the delivery on board the said ship or ships of the said 3,000 bales and should retain the mate's receipt until Cursondass Madhowdass should pay to the plaintiff the price of the 3,000 bales together with 2 per cent. commission and Rs. 32 per bale for pressing and maccadum charges." Now that had never been contradicted. There had never been a suggestion that that was not absolutely true. There was no suggestion in any affidavit by any human being that that was not a true statement of the facts, though his learned friend Mr. Anstey had been instructed to throw out some of those vague suggestions which were unsupported by any statement in any affidavit, as to a partnership transaction between any of the parties. He was entitled to presume therefore as undisputed that the state of matters between the plaintiffs and the defendant Cursondass Madhowdass was that there was an agreement to buy this cotton in the name of the plaintiffs, to pay for it with their money, and to put it on board such ships as Cursondass might direct, they retaining the mate's receipts till they were paid by Cursondass. The second fact in the case was that in the second paragraph of the plaint :—" The plaintiffs accordingly bought, for Cursondass Madhowdass but in plaintiff's own name, 609 bales of cotton and paid the purchase money for the same and caused the 609 bales to be pressed and by direction of Cursondass Madhowdass, shipped the same on or about the 6th, 7th, 9th, 13th, 14th and 16th days of June 1870 on board the ship Teresa, whereof Mr. B. Brown is master and A. McDonald is owner and took the mate's receipts for the said 609 bales and still hold these receipts." Now, there was no statement in any of the affidavits, nor was it attempted in argument to say that these facts were not indisputable, and he would see afterwards how far Mr. Jefferson's affidavit went with reference to it. Then the fourth paragraph of the plaint stated : —" According to the custom of the port of Bombay, M. B. Brown, then master of the ship Teresa, was bound to deliver bills of lading for the said 609 bales to the holder of the mate's receipts and to no other persons." Now there were two distinct and totally different allegations contained in that sentence, both of which if necessary the plaintiffs would be prepared to maintain the truth of. The one statement was that the master of the ship was bound to deliver the bills of lading to the holder of the mate's receipts, and the other statement was that he was bound to deliver them to no other person except the holder of these receipts. These receipts were quite independent. The one might be correct, the other incorrect. He did not at present discuss whether or not the first was correct, that was a matter which more concerned the owner of the ship than the plaintiffs. It might be that the first proposition that the master was bound to deliver the bills of lading to the holder simply *qua* holder was too wide. But that had nothing to do with the next proposition that he must not deliver them to anybody, shipper, owner, or anybody else, unless that person held the mate's receipts. These were two distinct propositions. Mr. Jefferson denied the first but he did not go so far as to dispute the truth of the second. And he limited his contradiction of the existence of this custom. He limited it in a precise manner and to an extent which no reasonable man could object to, and the distinction which he had taken said a good deal for his acuteness, for it was certainly perfectly truthful and perfectly clear, and one which he supposed no one would be inclined to dispute. He said " I deny as alleged in said plaint in this cause that by the custom of the port of Bombay the master of the ship Teresa was bound to deliver bills of lading to the holder of mate's receipts and to no other person. I say that the master would not be bound to deliver bills of lading to a holder of mate's receipts having no title to such receipts or the goods the subject thereof, and I do not know and have never heard of any usage or custom of the port of Bombay restricting the ordinary rules of law on this subject. Possibly the plaintiffs had gone too far in the first statement and he was willing to admit for the argument that it was wrong, and no doubt Mr. Jefferson had taken a very obvious objection, that no thief coming by with the mate's receipts or a man who had no right to them, could compel the captain to take any notice of them, but Mr. Jefferson did not go any further than that.

Mr. Latham—Yes, he does. Read on, please.

Mr. McCulloch—Very well, he says—" I do not know, and have never heard of any usage or custom of the port of Bombay restricting the ordinary rules of law on this subject." But that is only the ordinary rule that a thief bringing mate's receipts has not a legal right to compel the captain to give him the bills of lading. But what is obvious in this affidavit is that Mr. Jefferson does not deny the second clause of that sentence in the plaint.

Mr. Latham —He says so in as many words.

Mr. McCulloch—Now, really there is no use in telling me what he says. My argument is that he does not. He says—" I say that a master would not be bound to deliver bills of lading to a holder of mate's receipts, having no title to such receipts or the goods the subject thereof," therefore that is the point Mr. Jefferson denies. Now, it is utterly unnecessary, though quite a truthful limitation on the part of Mr. Jefferson; but the latter part of the statement as to the custom is a very different question from the first, and one on which Mr. Jefferson happens to have the misfortune to decide on the question differently from the authorities who decided the case of Sheuster v. McKellar. Perhaps the Court was wrong, and perhaps Mr. Jefferson is right, in law; but that is a matter which it is not necessary for me to discuss. The only important part is whether it was the duty of the captain, and whether he had a right to hand over bills of lading to any person who did not produce the mate's receipts, which were then in existence? Now, Mr. Jefferson does not in that affidavit deny the statement as to that. He limits his denial to the statement that the master was bound to give them to the holder, but he does not go on to say, " And I should be greatly surprised to hear that any respectable merchant in Bombay or elsewhere could be found to say that it was either a custom, or in his opinion honest, for a captain of a ship to give bills of lading to a person other than the one holding the mate's receipts, knowing that there were mate's receipts in the hands of a second person." To say that that is so here, would be to say that it is the custom of Bombay to encourage swindling. A more flagrant act it is impossible to imagine than that the captain of a ship, knowing that the mate's receipts are out, and knowing also that these bills of lading are retained by persons as evidences of a proprietary right of property, should sign the bills of lading without receiving such receipts; and I am glad to believe it was not the intention of Mr. Jefferson to swear that it was the custom, or that it was consistent with honesty, that a captain should, where mate's receipts were out, hand over the bills of lading to a person who was not in possession of these receipts. Now I think your Lordship will have not the slightest difficulty in arriving at a conclusion regarding that custom ;—that in these transactions between honest parties, where rights are given by vouchers every property, it is a dishonest act for a captain to give bills of lading to a person who has not the mate's receipts. I do not wish at present to complicate my argument by quoting authorities, but I will shew that the mate's receipts in the possession of the person who gives the goods on board, has the effect in law of investing him with property, and that being so shows the importance of the receipts to the person who put the goods on board and shows how gross would be the fraud by the captain who should, in the absence of such receipts, undertake to give bills of lading to any party who should apply for them. I think your Lordship will find that there is a custom such as is mentioned in this plaint, not only in Bombay, but in every part of the world, and that it is, as alleged in the plaint, an act of fraud and impropriety for a captain to give bills of lading to any person who applies for them without being in possession of the mate's receipts. With regard to that we know that it is alleged a good many things are common in the port of Bombay. We know it is alleged—it is alleged though not proved I am happy to say—that it is common amongst respectable commercial houses in Bombay to accept bills of lading for cargo before it is put on board the ship. It is possible that there are some commercial houses who think it right to accept bills of lading in that way, but I should hope that the practice; and the belief in this practice, are confined to a very limited circle of persons in this or in any country. With regard to the date of the bills of lading, Mr. Jefferson says in his affidavit that to the best of his recollection and belief they bore date 7th June, and he says that he endorsed the documents to the Chartered Bank of India, Australia and China for value. Now, that is a most extraordinary statement to be made by a gentleman in Mr. Jefferson's position. Mr. Jefferson ought to be in a position to produce a copy of these bills of lading. But he says he has handed over the documents to the Mercantile Bank. Well, surely they ought to have a copy which Mr. Jefferson could command and produce.

The Judge—The bills of lading would be sent home.

Mr. McCulloch—But surely copies are kept.

Mr. Latham—It is not the practice in Bombay to keep copies.

Mr. McCulloch—That is not alleged, and we do not know about it. The bills are drawn in sets, and it is an extraordinary thing if no copy is kept by Mr. Jefferson or the bank. One can hardly believe it possible that there is not a copy in existence and in the control of Mr. Jefferson. Then the captain must have a copy. It must be on board the ship, but the defendants don't choose to produce it. But we know this that we made an affidavit in which we state that it will be found on inspection of a copy now in the hands of Cursondass Madhowdass that the bills of lading are dated not the 6th but the 7th June.

Mr. Latham—Excuse me, but you are stating what is not in any affidavit. You are stating it of yourself.

Mr. McCulloch—It has come to our knowledge that the bills of lading are dated the 6th.

The Judge—Where is that stated?

Mr. McCulloch—In the affidavit made in reply to Mr. Jefferson by Narrondas Moolchund, where he states, " From further inquiries it has come to my knowledge [that the alleged bills of lading held by the said Joseph Jefferson or his assigns is dated the 4th day of June] and not the 7th of that month." Now that is a statement against that made by Mr. Jefferson " to the best of his knowledge and belief," that it has come to our knowledge, and on that I ask your Lordship to take this as a fact against what Mr. Jefferson has stated to the best of his recollection or to the best of his belief; and if there is any doubt of our express statement I would ask your Lordship to order Cursondass Madhowdass to produce the copy which can be inspected, for when that can be done there is no use of us going on here guessing as to what the date actually is.

On this suggestion his Lordship ordered that the dates should be ascertained.

Mr. McCulloch then said that if it were found that the date was the 7th and not the 4th, then part of his argument would fail. But even suppo ing 165 bales (the number the mate's receipts showed were delivered on the 7th) had been delivered at the time when according to Mr. Jefferson those bills of lading were delivered to him, there would still be 444 undelivered when the bills of lading for the 609 were given by the captain to Cursondass Madhowdass; and with regard to these it was entirely the same, if one or two were shipped or not the impropriety was the same. He had given a bill of lading which purported to be a receipt by him for all the bales and so the legal effect depended very little on whether the bill of lading was given on the 4th or on the 7th. As he was dealing with bills of lading this might be a convenient time to say what were the facts as to the mate's receipts. It appeared from inspection of these that 256 bales had been shipped, the name of the shipper being left blank; 56 had been shipped in the plaintiffs' name, then 100 and another 100 in Cursondass Madhowdass' name. Mr. Jefferson said he had 500 bales with a certain mark on board, and on referring to the second paragraph of Narrondas' affidavit, his Lordship would find a statement that there were 600 shipped on board the Teresa for which the plaintiffs had been paid and other 609 for which they were not paid. Now, how could Mr. Jefferson know that the bales for which he had the bills of lading were not among the 600 which had been paid for? He held the bills of lading for 500 said to have been on board that ship on the 7th. In point of fact there were 190 so marked paid for, and in respect of which the mate's receipts had been delivered over, and so far there was a right to deal with them, and therefore at any rate a third part of Mr. Jefferson's claim was removed. He had no *locus standi* with regard to these bales, and if there was to be any charge against the captain for giving bills of lading for goods not on board that could not be done as to these 190 bales which had been on board and must be held as part of Mr. Jefferson's consignment. Therefore Mr. Jefferson's statement was not justifiable. And how any man with any regard for accuracy could go so far as Mr. Jefferson did he could not see. He might have said he suspected those bales were paid for out of his money, that it was probable that was the case, but to say that the identical notes which he had paid to Cursondass Madhowdass had been paid to the plaintiffs was at least unjustifiable. Para raph 2 of Mr. Jefferson's affidavit was the substantial statement on which Mr. Anstey considered he was justified in alleging collusion. There was nothing else in the affidavit which had in the slightest degree any reference to that—an affidavit the whole of which appeared to have been sworn before his Lordship's decision, ruled that Messrs. Rennie, Scovell & Co. were proper parties to accept service for the owners, and in which Mr. Jefferson unfortunately appeared to differ, in law not only from the Judges in the case of Sheuster v McKellar but also from his Lordship on the bench. Mr Jefferson in his affidavit simply said that he believed the plaintiffs were aware that Cursondass was obtaining advances, and he believed they were being paid by Cursondass out of such advances. Mr. Jefferson stated no ground for that belief. He simply, usurping his Lordship's functions in such matters, arrived at the conclusion from his knowledge of the port, and customs of this port, countries and individuals, and the thousand other circumstances which were not in evidence, and which ought to have been brought into the case on solemn affirmation if they were intended to influence his Lordship. Mr. Jefferson, for reasons which he had not condescended to mention, and which might be valid reasons and absurd—one did not know which, Mr. Jefferson not stating them,—simply stated his conclusion " I believe." Possibly it should have been " I suspect"—probably that was the real expression. Mr. Jefferson, it might be, had not the slightest reason to lead any one to believe it, but suspected it and believed it without the slightest ground whatever. Now, the learned counsel asked his Lordship was that a form in which a charge of fraud or collusion ought to be made, still less supported, against a highly respectable man? A person deeply interested in this inquiry simply said without giving a particle of reason for his belief, " I believe they were aware." If there was one simple ground for it, the slightest ground, if he had heard if from anybody whose opinion was worth the slightest attention, his Lordship might believe that Mr. Jefferson would have stated his ground, but he did not condescend to that, and only said " I believe it is so." Mr. Jefferson said he believed the plaintiffs knew that Cursondass was obtaining advances on his consignments; but even though they did know that, what did it mean?—only that Cursondass Madhowdass was doing what every man did in Bombay who shipped cotton for England, namely endeavoured to obtain advances on it. Mr. Jefferson went further than that, said he believed that the plaintiffs were paid for their cotton from the advances which Cursondass received from him, but with regard to that there was the pointblank denial by Narrondass Moolchund, who said in the fourth paragraph of his affidavit " from further inquiries it has come to my knowledge that the alleged bills of lading held by the said Joseph Jefferson or his assigns is dated the 4th day of June and not the 7th of that month" There was a precise and distinct contradiction of Mr. Jefferson's belief or suspicion and he asked his Lordship who was to be believed in this matter—Mr. Jefferson who said, without stating the slightest reason, that he believed,—which was simply, he submitted, another form of " I suspect,"—or the plaintiffs, who pointblank denied the unreasonable suggestion. There could not be the slightest doubt in the mind of the Court that Mr. Jefferson had utterly failed to throw the slightest shadow of a suspicion against his clients; his statement when reduced to its true meaning was probably utterly irrelevant; he went further than he had the slightest ground to do, and it became a very serious matter to consider what right Mr. Jefferson had to say he believed these parties were paid out of those advances. Mr Jefferson's suspicion was all that was before the Court which could in the slightest degree warrant Mr. Anstey's suggestion that there was collusion, and he asked was that enough to warrant the suggestion being made. He submitted it was not enough, and the suggestion was only one of those suspicions that men delighted to throw out in such cases as the present. There was not the slightest suggestion in the affidavits that the plaintiffs knew about the granting of the bills of lading. Mr. Anstey had ventured the suggestion, as counsel sometimes did throw out their own suggestions even without instructions, but he submitted that the suggestion which Mr. Anstey had made and relied upon so much was entirely false. He submitted, too, that there was not the slightest truth in the suggestion Mr. Anstey threw out, but had nothing to support, that the plaintiffs were the mere agents of Cursondass. Did not the payments spoken of by Mr. Jefferson prove that they were the honest vendors of the cotton delivered on board the ship and for which Mr. Jefferson paid Cursondass? and did not that statement by Mr. Jefferson most materially corroborate the plaintiffs' case? Another question arose as to Mr. Jefferson, whether he had not been indiscreet? Mr. Anstey had charged the plaintiffs with not coming into the Court with clean hands. He (Mr. McCulloch) would not follow an example which he thought should not be followed and he would not make the suggestion and he was not instructed to do so that Mr. Jefferson had not acted in good faith. But there was the question of discretion and care, and he would submit that Mr. Jefferson's dealings in this matter were characterized by the absence of those measures which would be wisely taken by men making advances of this sort. The first fact in the case was the striking circumstance that though Rennie, Scovell and Co. were the recognized agents for the owners, whose duty it was—a duty which no doubt must be taken to be well known to a firm like Jefferson, Campbell and Co —to inspect and pass all bills of lading for the Teresa's cargo, those bills of lading on which Mr. Jefferson relied were not passed by the agents of the owners. They were surreptitiously obtained, fraudulently and irregularly obtained at the back of the agents, so that they were not only tainted with fraud by being given before the goods were on board and without production of the mate's receipts, but they had not been checked and marked by Rennie, Scovell & Co.

Mr. Latham—My learned friend is speaking without evidence, there is nothing in the affidavit to show that the agents ever put any mark on the bills of lading.

Mr. McCulloch—It is stated that they are passed and checked, and I take it that implies some mark.

Mr. Latham—No, there is none.

Mr. McCulloch—Well, I suppress your statement, it is stated the bills of lading are passed and checked, and I say the passing and checking implies some indication of their being checked, and my learned friend has no evidence to contradict that statement.

Mr. Latham—I refer to the custom of the port.

Mr. McCulloch—It is not known here as the custom of the port, and things which are not known are not generally stated by counsel getting up and making a statement to the Court.

The Judge—" Passed and checked" was what I took down.

Mr. McCulloch—Perhaps, my Lord, it was the guilty imagination of my learned friend that suggested to him how desirable it was to wash out that " damned spot." It was his own imagination I think, my Lord, that has led to the eagerness with which he insists on getting rid of this condemnatory evidence, and I the more insist upon it, from the eagerness which he shows, that there would have been a mark to shew that the bill of lading had been checked.

Mr. Latham—I have no objection to Mr. Wilson being put into the box.

Mr. McCulloch—I object to it.

Mr. Latham—Of course you will.

Mr. McCulloch—And I object to such irregularities as my learned friend has for the last few minutes been indulging in.

The Judge—Never mind, what is your statement.

Mr. McCulloch—I say there is no doubt that the bills of lading were irregularly obtained by not being passed and checked by the agents, and that that suggests want of discretion, though not of good faith, on the part of Mr. Jefferson. Another circumstance that indicates a want of proper care on the part of this gentleman in granting these advances is the absence of the mate's receipts. The mate's receipts were not annexed to the bills of lading, and it is for your Lordship to say if their absence should not have attracted attention.

The Judge—The mate's receipts so far as I understand would not have been in the possession of the holder of the bills of lading; they would be handed back to the captain. When Cursondass Madhowdass wanted to get the advances, the mate's receipts would not naturally be in his possession.

Mr. McCulloch—I understood they would be annexed to the bills of lading.

The Judge—I always understood they were given back to the ship.

Mr. McCulloch then proceeded to say that he considered he was warranted in making that suggestion in order to show at all events the slightest degree of want of caution. In a case of equal and rival claims it would be necessary to show only the slightest degree of absence of the necessary precautions in order to induce the Court to grant a decided preference to the party who had been guilty of no lachès; and he submitted there had been on the part of Mr. Jefferson a want of the proper precaution he should have shown before making all the advances on this occasion. He had now, he said, gone through the main facts of the case and had stated these shortly. It was indisputable that the plaintiffs had bought the goods in their name and paid for them and had sent them on board the ships by direction of Cursondass Madhowdass, who was to purchase the cotton and pay for it—that upon that payment they were to deliver the cotton to him and hand over the mate's receipts—that they were not paid and that, in the intention of reserving to themselves the right of ownership which they had in the goods until they were paid for them, they retained the mate's receipts;—that the captain irregularly and fraudulently, without the knowledge of the ship's agents, issued bills of lading without the production of the mate's receipts, knowing that the mate's receipts must have been outstanding—and that on obtaining these bills of lading, Cursondass Madhowdass, knowing that he was not entitled to them, knowing that he had not paid for the goods, and that by the terms of the contract he had no property in them, till he had paid for them, fraudulently made over the bills of lading to Jefferson, Campbell and Co. These were the facts of the case; he had already disposed of the case of collusion suggested by Mr. Anstey, and he would now call his Lordship's attention to the argument of his learned friend. If he understood that argument it was this, that as between the innocent holders of mate's receipts and the innocent holders of bills of lading for the same goods, the rights were equal—that each party had as against the shipowner equal rights and that any difference between them must depend entirely upon the existence or non-existence of any circumstance of collusion which would vitiate either the one claim or the other, and his learned friend went on to say that, such being the most advantageous way in which the plaintiffs could state their case, they were not entitled to that claim on account of collusion and fraud, which Mr. Anstey had suggested but which he had now entirely disposed of. The one vice of his learned friend's argumentand which probablywas at the root of all the rest of his argument, was that he persisted in regarding the plaintiffs as if they had no better title to the goods than that of being the innocent holders of mate's receipts obtained by endorsement or any other way. Now his learned friend was mistaken. The position of the plaintiffs was not that of a person claiming a title under the mate's receipts; their position was that of the holder of the goods, and the receipts were useless except on evidence that the goods were their property. If the mate's receipts were not in existence it might be extremely difficult for the plaintiffs to prove their proprietary right to the goods; but they did not say that they were merely the holders of mate's receipts, they claimed in the much higher capacity of absolute holders of the property, and said that the mate's receipts were not in the slightest degree their title but only very valuable evidence to prove their title. Now his learned friend had with admirable ingenuity endeavoured to turn the case round by saying that his clients held the bills of lading and had some meritorious title. But that title had not been attempted to be proved. Mr. Anstey had not alleged any possession of the goods except by the bill of lading, so that the positions of the plaintiffs and Mr. Anstey's clients were exactly the opposite of that which his learned friend had attributed to them:—the plaintiffs were the persons with the strong paramount title, the goods being absolutely theirs and his learned friend's clients having only so much right as they could found in the fact of their being the innocent holders of the bills of lading. Now, so far from the position of the holder of the bill of lading under these circumstance, being in a better position than the holders of the mate's receipts, he thought he would satisfy his Lordship that, as against the owner of the ship, it was, to express it in the mildest form, extremely doubtful whether Jefferson, Campbell and Co. had the slightest ground of action whatever, though it was clear that the plaintiffs had under any circumstances a claim against the owner. The learned counsel quoted in support of this part of his argument the case of Grant v. Norman, 10 C. B. Reports, p. 665.

Mr. James Simpson, manager of the Chartered Bank of India, Australia and China, was here called as a witness, and in reply to Mr. McCulloch he deposed that he got the two bills of lading for 250 bales each from Jefferson, Campbell and Co. on the 7th June. He had no note of the dates, but according to the practise of the office had only a memorandum of the number of bales and the name of the ship.

Mr. McCulloch said he was instructed that the dates were entered in Cursondass Madhowdass's books, but before that could be proved a subpœna would have to be sent to Mr. Souter at Mahaluxmee, as Cursondass's books were in the possession of the police.

Mr. Latham said he would object to evidence from Cursondass's books.

Mr. McCulloch remarked that more unimpeachable evidence than the books could not be got, and he did not see why it should be objected to by anybody who wished to get at the facts.

Mr. Latham—I shall object to Cursondass Madhowdass's books, for they come from very suspicious custody.

Mr. McCulloch—What! from the police?

Mr. Latham—But they were in Cursondass's hands first.

The Judge—If any evidence is tendered to me I shall hear any objection to it.

Mr. McCulloch then proceeded with his argument to the effect that as the captain had, in signing the bills of lading as he did, done something out of the ordinary course of his business, the endorsees of these bills had a claim only against the captain and not against the owners, still less a meritorious right, or any right at all, to compete in rivalry with the plaintiffs who held the mate's receipts as proof of their proprietory right over the goods in the Teresa, whilst Jefferson, Campbell & Co. only came in under the false bills of lading.

THIRD DAY, SATURDAY.

Mr. McCulloch resumed his argument this morning and first quoted authorities to show that though a bill of lading, when once put intentionally into circulation, held against all parties, still the *bona fide* holder of a bill of lading was not entitled to claim under it unless it had been put into circulation by the vendor of the goods intentionally. There had been another matter underlying Mr. Anstey's argument to which he had already alluded while speaking of the fraud. His learned friend had said the plaintiffs must have known that Cursondass had the bills of lading, and he (Mr. McCulloch) drew attention to the fact that there was no allegation to that effect in any of the affidavits, but Mr. Anstey said he was entitled to argue that. Of course there were no limits to what a learned gentleman might argue, but the mere statement of his learned friend was not entitled to any consideration, and he ventured to say it was utterly unfounded—there was not the slightest suggestion in this case that the plaintiffs knew what was going on till these events arose, and everybody knew what was going on with regard to this ship the Teresa and several others. His learned friend had said the plaintiffs must have known the bills of lading were to be signed before the ship left. Of course they did, everybody who held a mate's receipt knew that; but everybody knew also that it was not an honest course, nor honourable dealing in any one to get the bills of lading till he gave up the receipts; and there was no reason for the plaintiffs to believe the ship was to sail immediately, on the contrary the ship was stated not to be ready for sea yet. Then Mr. Latham had said that Cursondass was the shipper and the plaintiffs were agents. That was a very convenient way of stating it, for Jefferson, Campbell & Co., but then the shipper was in all cases the owner of the goods. It was not the person who got the freight note, but the real owner of the goods, who was the shipper, and it was not the shipper who was charged with fraud and was responsible, but the owner of the ship was responsible for what was done. His learned friend had continued to argue that the placing of the goods on board was a complete delivery to Cursondass, but he submitted that that was not delivery if the vendor still held the mate's receipts. If Mr. Latham could persuade his Lordship to overrule all the decisions on that point there was some reason for the argument, but he apprehended his Lordship would be of opinion that the mere statement of his learned friend would not overweigh all the authorities. Next, Mr. Latham seemed to think there was a denial in Mr. Jefferson's affidavit of the latter statement in the plaint as to the custom of the port, but the fact was that there was no denial by Mr. Jefferson of the statement that the custom prevented the captain from giving bills of lading until the mate's receipts were produced. He had carefully read Mr. Jefferson's affidavit and would say there was no denial of that. Mr. Jefferson made his affidavit with that accuracy which his former training would enable him to secure, and he was therefore justified in treating it not as one of those loose affidavits usually drawn in Bombay but as one which Mr. Jefferson found himself justiced in swearing. He commenced, " I deny as alleged" (he knew the correct words) and he denied the first statement but he did not deny the second. His affidavit was one of those that were met with in the strict practice of sea ports as from where a man would deny that he " saw and spoke to A. B," but not intending to deny that he saw A. B. Mr. Jefferson denied that the captain was bound to give bills of lading to any person whomsoever holding the bills of lading, but he did not go so far as to say it would be honourable or lawful conduct on the part of a captain, knowing that mate's receipts were out, to go behind the back of the agent and, without the consent of the person to whom they had been given, grant bills of lading,—and even if he Mr. Jefferson did it would be an enunciation of the most dishonourable and immoral practice that could exist in a mercantile community. Next his learned friend had put forward what would be the turning point of the case no doubt. His learned friend had said that the act of the plaintiffs was such as to put Cursondass Madhowdass in a position to enable him to give the bills of lading to Jefferson, Campbell & Co. With regard to this the first thing he had to consider was the boat notes from which the plaintiff said the cotton was shipped in the name of Cursondass Madhowdass.

At this stage of the argument Mr. McCulloch remarked that he was instructed that the date of the bills of lading was entered in Cursondass' books, but that some of Cursondass's people had locked up the place. The police were ready to obey a subpœna to bring the books, but without that could not do so.

The Judge—Well, I cannot authorise the police to break up the place.

Mr. McCulloch—I would ask your Lordship to subpœna Cursondass Madhowdass to be brought up.

The Judge—You can get a writ of *habeas corpus* if you like.

Mr. McCulloch—If your Lordship pleases, for the production of the dates is most important. Mr. Jefferson says that to his recollection it was the 7th, and we of our knowledge reply that it was the 4th, and it would be desirable before deciding this case that the fact should be made out, as it materially affects the argument on both sides. I am told the police have been watching that nothing should be taken away, but that they were not able to prevent some person, apparently acting under Cursondass, from locking up the books last night.

The Judge—Do you say the books were locked up last night?

Mr. McCulloch—Well, they say they are locked up every night.

The Judge—It might not do much good to have Cursondass up here.

Mr. McCulloch—Well, it is the other side who should do so.

The Judge—It seems to me I have no evidence of the date of the bill of lading on which Mr. Jefferson depended. There is informal evidence of it, but I have no distinct evidence. What legal evidence is there, Mr. Latham?

Mr. Latham—We swear to the existence of the bill of lading dated the 4th, and state the reasons which prevent the production of it in Court; we state that Jefferson, Campbell and Co. have made the bills over to the bank, and that the manager of the bank says that he has sent them to London.

Mr. McCulloch—He has not stated that he has made an effort to get a copy.

Mr. Latham—And a copy would carry us no further.

Mr. McCulloch—It seems most incredible that among all the mercantile people interested in this matter there should be no proof of the date of the bills of lading. They state their recollection and ask this to be believed against our statement of actual knowledge.

Mr. Latham—I should be delighted to have Cursondass Madhowdass' evidence in this case. It is the very thing we wish that he should be brought up.

The Judge—There will be no difficulty in bringing him up to give evidence, but he would not have his books here, or he might not have the key.

Mr. McCulloch—The books must be under his control; but at any rate your Lordship might grant a subpœna against Cowasjee Eduljee, the man who locks up the books.

His Lordship granted this application.

Mr. McCulloch, in resuming, said he did not know why the name of Cursondass should appear in the boat notes. Probably the reason was that the shipment like everything else in Bombay was carried on irregularly, and he did not see that that carried the case any further; and the same remark applied to the mate's receipts. The plaintiff did not deny that the goods were put on board for Cursondass, but they said that they were not then delivered to him,—they were kept in their control, until all the conditions of the contract should be complied with, and the plaintiff held the mate's receipt; without which according to the custom of the port bill of lading would not be signed. There were in all 799 bales on board the ship with the same mark as was on Mr. Jefferson's bills of lading But he could not claim on all these or else he would be out of Court, he could not ask the Court to set aside 500 bales to meet his claim plus 299 to meet the contingency of perhaps half a hundred other people who might have claims against Cursondass Madhowdass. Deducting the 190 bales which were on board when the bills of lading were signed there would be a margin of 310 bales, with regard to which the question would arise, whether the plaintiffs had by any act of theirs justified Cursondass to get the bills of lading put into circulation with the consent of the vendor, so that, the *bona fide* holder of the bill of lading had a right against the owners of the ship. He submitted that it was clear from the whole of the affidavits that there was no suggestion that the plaintiffs ever expressly authorized Cursondass to obtain the bills of lading or to put them into circulation; on the contrary it was the case of the plaintiff that it was by a fraud on them that Cursondass did so, and as to the suggestion of conspiracy he would pass that by as there was not an atom of a statement in any of the affidavits to suggest fraud or conspiracy. If the bills were signed on the 4th not one single bale was on board the ship, and if they were signed on the 7th there was only a part of it on board, so that it could not be said that the plaintiffs had by any act of theirs enabled Cursondass to deceive, and it was against logic, and therefore against law, to say that they were to be responsible for deceit, because they did something after the captain was deceived. There was nothing to show that the plaintiffs did anything honestly or fraudulently as to getting the bills of lading, and certainly not as to putting them into circulation. They were obtained from the captain without the plaintiffs' knowledge, and they had nothing to do with the obtaining of them. He had nothing to do with the question of the claim against the owners, and that was not a necessary part of his argument; but to illustrate that, he might say that the claim of the holder of a bill of exchange on the holder of the bill of lading was not so strong as his learned friend seemed to think. Suppose there were one hundred bales of cotton on board, and that the captain signed first one bill of lading for them and then another, the first bill of lading would be that for the real bales, and the other merely for imaginary goods. If that proposition held the same might apply to this case:—The mate's receipts being out and covering the goods on board, in a claim against the owners, the captain, if he gave a bill of lading without the receipts must be giving it for imaginary goods, and so the holder of a bill of exchange upon that would have no claim against the owners. He would now say only a few words as to the policy of granting this injunction. If his Lordship considered after this argument, that Jefferson, Campbell, & Co. had no claim with regard to those goods, then he would not require to enter into the consideration of the question whether the injunction was desirable or not, because then no one would oppose it who had any interest in the goods. With regard to the case of other shippers, who had not an interest in these goods, it was quite untenable that they should be allowed to oppose. If the owners did not choose to come in and prevent the ship being stopped, the Court had nothing to do with the other shippers who merely wished that the ship should not be detained. These could look to the shipowners for damages owing to the detention, and though it might have been the duty of the shipowners, if they had properly framed their answer, to represent to the plaintiffs in this case the demurrage that would be caused, and hold them liable for such detention, still they had not done so and it was now too late for them to take that step. But assuming that his Lordship might hold that Jefferson, Campbell & Co. had some claim against the plaintiffs with regard to these goods, this was the position of affairs. On the affidavit of Mr. Wilson it was extremely doubtful who the owners were or where they might be found so as to claim against them. The goods were now within the jurisdiction of that Court, but if they once went away they would go into unknown hands, and it might be impossible to trace them or to find a person responsible to the plaintiffs in this matter. Then there was the further difficulty that if the goods left the jurisdiction of this Court the plaintiffs under the present circumstances were unable to ensure them. They had been already insured by Jefferson, Campbell, and Co., and that firm held the policy, but that would not help the plaintiffs if the goods were lost. That was a very serious reason for an injunction, and it was also a serious reason that the plaintiffs did not know who the owners were. It might be that Mr. McDonald was the owner, but were they to go to Nova Scotia, and hunting all over the world for the owners of the Teresa, when at present they had the goods in the harbour of Bombay?

This closed the argument, and his Lordship reserved judgment, which he will probably give this morning.

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